

**AMENDMENT  
TO  
MORTGAGE  
ASSIGNMENT OF RENTS AND LEASES  
AND SECURITY AGREEMENT**

**THIS AMENDMENT** amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on September 29, 2006 by **DONOHOOAUTO, LLC** (hereinafter "Borrower") in favor of **FIRST AMERICAN BANK** (hereinafter "Bank").

**WHEREAS**, the Mortgage is recorded as Instrument 20061004000490500 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

**WHEREAS**, the Mortgage secured a Note in the original principal amount of \$1,057,500.00 and all renewals and extensions thereof.

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$1,636.25 was paid.

**WHEREAS**, Borrower has requested Bank to lend Borrower an additional \$922,500.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$1,057,500.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$922,500.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$1,057,500.00 Note executed on September 29, 2006, and all interest thereon, and all extensions and renewals thereof, but also the \$922,500.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.
- 3) Borrower does hereby grant, bargain, sell convey and mortgage (in accordance with the terms of the Mortgage) to Bank the New Property.

In addition hereto, Borrower further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited and to cover not only the property described therein but also the New Property.

Borrower hereby agrees and directs Bank to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment the Mortgage and is not an novation thereof.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals effective this 28<sup>th</sup> day of June, 2007.

**DONOHOOAUTO, LLC**

By: [Signature]  
Christopher Paul Donohoo (Its Manager)

By: [Signature]  
Peter Scott Donohoo (Its Manager)

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Christopher Paul Donohoo, whose name as Manager of DONOHOOAUTO, LLC, a limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such member and manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this 28 day of June, 2007.

[Signature]  
NOTARY PUBLIC

My Commission expires: 12/14/2008

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Peter Scott Donohoo, whose name as Manager of DONOHOOAUTO, LLC, a limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this 28 day of June, 2007.

[Signature]  
NOTARY PUBLIC

My Commission expires: 12/14/2008

**THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:**

William C. Brown

**ENGEL HAIRSTON & JOHANSON, P.C.**

4th Floor, 109 North 20th Street

Birmingham, Alabama 35203

(205) 328-4600



## EXHIBIT "A"

### PARCEL I:

Commence at the Southeast corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 36, Township 19 South, Range 3 West, in Shelby County, Alabama, thence run North along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for 400 feet to a point of beginning; thence continue along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for 470.32 feet to an iron pin; thence 94 degrees 3 minutes 30 seconds left run in a Westerly direction 243.15 feet to a point on the Easterly right-of-way line of Helena-Acton County Road; thence 67 degrees 1 minute left and run in a Southerly direction along the right-of-way line for 100.73 feet; thence 4 degrees 48 minutes right and continue Southerly along the right-of-way line for 62.91 feet; thence 91 degrees 34 minutes 43 seconds left and run Southeasterly for 170.65 feet; thence 80 degrees 37 minutes 43 seconds right and run Southerly for 162.28 feet; thence left 79 degrees 15 minutes and run Southeasterly 194.49 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

### PARCEL II:

Commence at the Southeast corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 36, Township 19 South, Range 3 West in Shelby County, Alabama, thence run North along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for 400.0 feet; thence 66 degrees 32 minutes left and run Northwesterly for 194.49 feet to the point of beginning of the property herein described; thence continue Northwesterly along the last stated course for 213.00 feet to a point on the Easterly right of way line of the Helena-Acton County Road; thence 96 degrees 01 minute right and run Northerly along said right-of-way line for 114.22 feet; thence 5 degrees 49 minutes left and continue Northerly along said right-of-way line for 41.74 feet; thence 88 degrees 25 minutes 17 seconds right and run Southeasterly for 170.65 feet; thence 80 degrees 37 minutes 43 seconds right and run Southerly for 162.28 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

### PARCEL III:

Lots 1, 2, 3, 4, 5 and 6, according to the Final Plat of Broadview Commercial Park, as recorded in Map Book 30, page 117, in the Probate Office of Shelby County, Alabama.

### PARCEL IV:

A parcel of land situated in the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 36 and run Northerly along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  for a distance of 400.0 feet to a point; thence turn left and run Northwesterly for a distance of 407.67 feet to a point on the Southeasterly right of way of Shelby County Highway No. 261; thence run Southwesterly along said right of way for a distance of 361.41 feet to a point; thence leaving said right of way run Southeasterly for a distance of 313.99 feet to a point on the South line of said Southwest  $\frac{1}{4}$ , thence run Easterly along said South line for a distance of 172.04 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

Less and except the Subdivision of Final Plat of Broadview Commercial Park, as recorded in Map Book 30, page 117, in the Probate Office of Shelby County, Alabama.

**SUBJECT TO:** i) taxes and assessments for the year 2007, constituting a lien but which is not yet due and payable; ii) Right of way granted to Alabama Power Company by instrument recorded in Deed Volume 230, page 98 in the Probate Office of Shelby County, Alabama; iii) Public road right of way to Shelby County, recorded in Deed Book 135, page 36, in the Probate Office of Shelby County, Alabama; iv) less and except any portion of subject property lying within a road right of way; and v) any coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.