

ASSUMPTION DEED

\$1000.00

THE STATE OF ALABAMA

§

§ KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF SHELBY

THAT THE UNDERSIGNED, CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION, acting herein by and through its duly authorized agent, hereinafter called "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid to Grantor by CHRISTIAN BROTHERS HOOVER, LP, hereinafter called "Grantee", whether one or more, whose address is 15995 North Barkers Landing, Suite 145, Houston, Texas 77079 and the further consideration that the Grantee hereby assumes and promises to pay all principal and interest now remaining on that one certain promissory note (the "Note") in the original principal sum of \$985,162.00 executed by Grantor on May 18, 2006 and payable to the order of Texas State Bank ("Note Holder"), which Note is secured by and described in a Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated May 18, 2007 executed by Grantor for the benefit of Note Holder, recorded under Instrument/Document Number 20060524000246090 in the Official Records for Shelby County, Alabama; the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A," incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title, and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

ASSUMPTION DEED

Page 1

Grantor: Christian Brothers Automotive Corporation

Grantee: Christian Brothers Hoover, LP

Shelby County, AL 01/11/2008
State of Alabama

Deed Tax: \$1.00

Return To: 07001746-SMP
VERITAS TITLE PARTNERS
2415 W. ALABAMA, Ste. 203
HOUSTON, TX 77098

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, assessments, reservations, conditions, and easements shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the Property; any and all outstanding mineral interests held by third parties, if any, relating to the hereinabove described property, but only to the extent they are still in effect; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect and relating to the hereinabove described property. Grantee also assumes all of the obligations of Grantor described in that certain Loan Assumption and Modification Agreement of even date herewith by and among Grantor, Grantee and Note Holder.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

EXECUTED this 27 day of December, 2007.

GRANTOR:
CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION

By: Mark A. Carr, President

GRANTEE:
CHRISTIAN BROTHERS HOOVER, LP
BY: Christian Brothers Management, LLC
Its sole general partner

By: Mark A. Carr, President

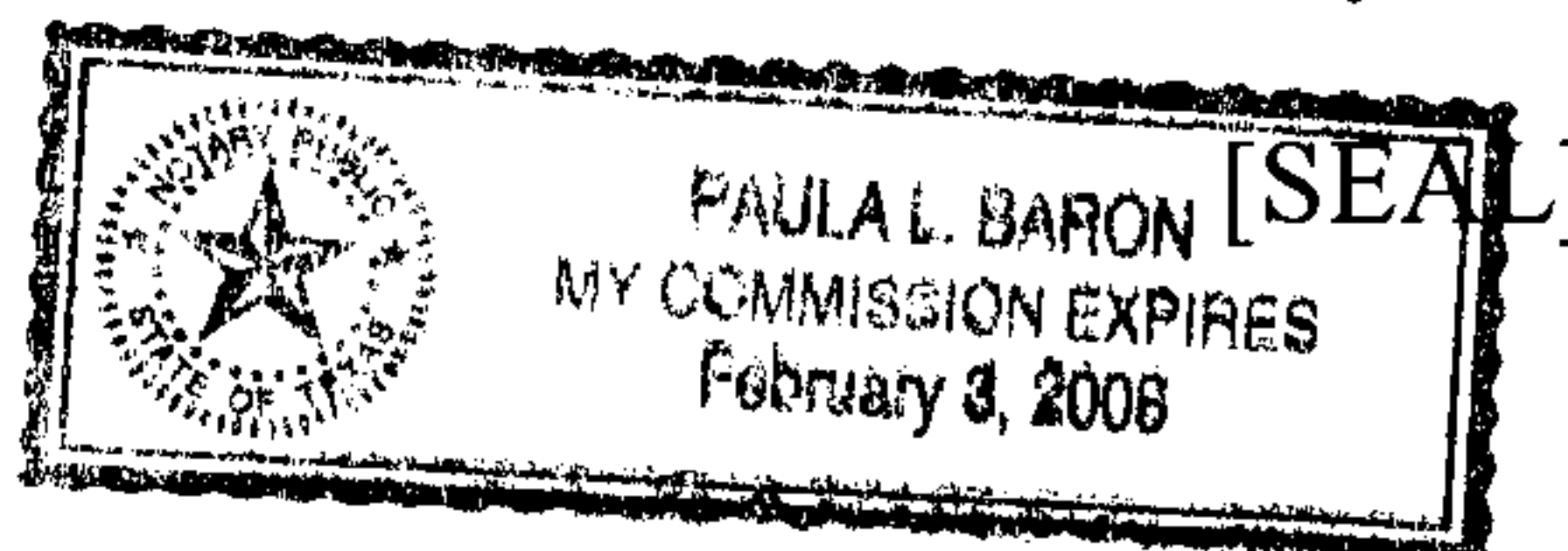
STATE OF TEXAS §

COUNTY OF HARRIS §

On this 27 day of December, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark A. Carr, President of Christian Brothers Automotive Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same in the capacity therein indicated.

Witness my hand and official seal.


Notary Public




STATE OF TEXAS §

COUNTY OF HARRIS §

On this 27 day of December, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark A. Carr, President of Christian Brothers Management, LLC, the sole general partner of Christian Brothers Hoover, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same in the capacity therein indicated.

Witness my hand and official seal.


Notary Public

[SEAL]

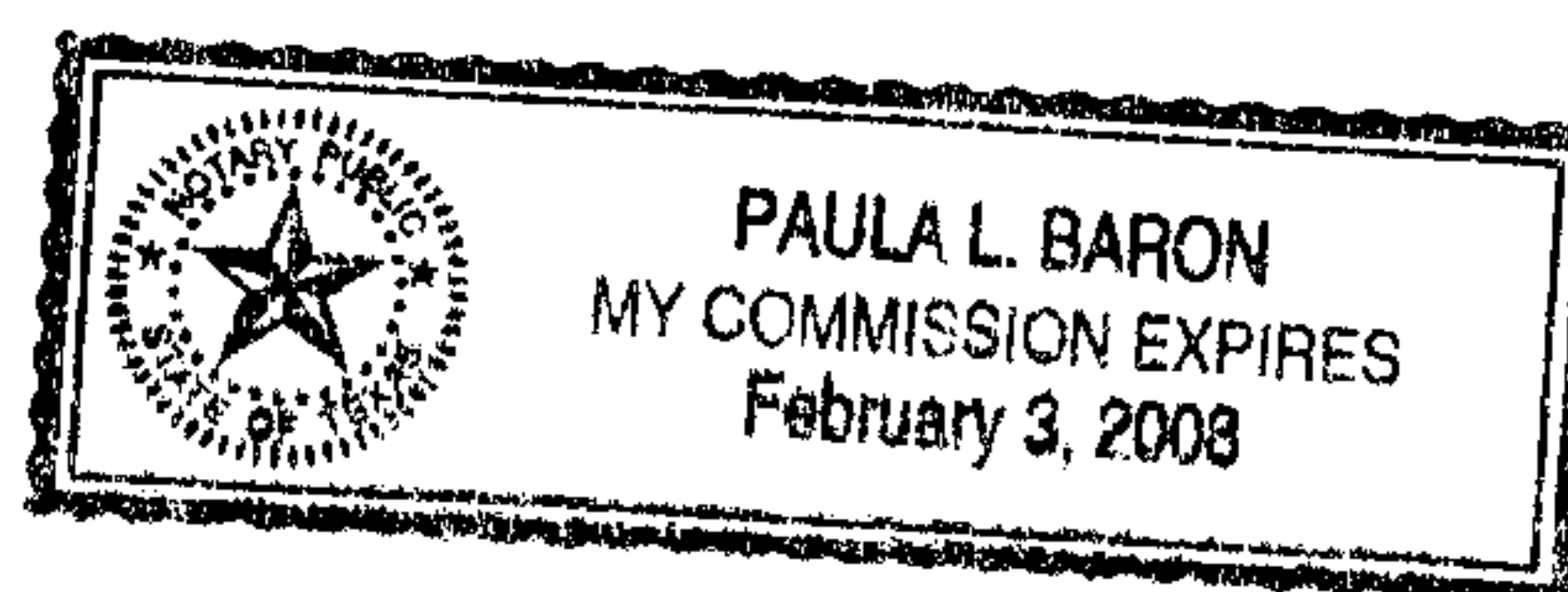



EXHIBIT A


20080111000016010 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
01/11/2008 11:36:24AM FILED/CERT

Legal Description

Lot Thirteen A (13A), according to the map or survey of Amended Resurvey of Lot – 13 Southpark, as recorded in Map Book 32, Page 59 in the Probate Office of Shelby County, Alabama.

| Address: 1800 Southpark Dr, Hoover, AL 35244