

STATE OF ALABAMA
COUNTY OF SHELBY

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**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 January 20, 2012 by **D & D CARR, LLC**, an Alabama limited liability company, whose address is 637 Montgomery Hwy., Vestavia Hills, Alabama 35216, and **BOB'S POWER EQUIPMENT, INC.**, whose address is 637 Montgomery Hwy., Vestavia Hills, Alabama 35216 (hereinafter jointly severally and collectively referred to as "Mortgagor") and **REDSTONE FEDERAL CREDIT UNION** whose address is 220 Wynn Drive, Huntsville, Alabama 35893 (hereinafter "Lender").

WHEREAS, the Mortgage is recorded in as Instrument No. 20120514000116000 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 those Promissory Notes in the original principal amounts of **\$386,500.00** and **\$309,200.00** of even dates herewith and one of the Notes having a maturity date in the year 2032 (hereinafter along with all renewals, extensions and modifications, referred to as the "Note"), payable in accordance with the terms of such Note, and all renewals, modifications, extensions and amendments thereto.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$1,043.55 was paid upon the total principal indebtedness.

WHEREAS, the principal balance of the Note secured by the Mortgage shall be reduced upon receipt of proceeds in the amount of \$309,200.00 from the sale of a debenture by the U.S. Small Business Administration (bearing SBA Loan No. 50006450-09) ; and upon receipt of said debenture proceeds, the outstanding principal balance at that time secured by the Mortgage shall not exceed \$386,500.00.

WHEREAS, Lender is agreeable to modify the Mortgage securing said Note provided Borrower, among other things, enters into this Amendment, pays all fees and costs incurred by Lender in preparing this Amendment and causes the Note to continue to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Lender modify the Mortgage, the Mortgage is hereby amended as follows:

- 1). Henceforth the definition of "Note" as provided for in the Mortgage shall be



amended to refer to the Note in a principal amount of \$386,500.00, together with all extensions, modifications, and renewals thereof, and all the interest thereon.

2) The term "Debt" as used in the Mortgage shall be defined to mean the indebtedness evidenced by a Note in the principal amount of \$386,500.00, and all interest thereon, and all extensions and renewals thereof.

Mortgagor hereby agrees and directs Lender 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 20 day of January, 2012.

MORTGAGOR:

D & D CARR, LLC

By: [Signature]

Print Name: Daryl Carr (also known as James Daryl Carr)

Title: Member

By: [Signature]

Print Name: Donna Hudson Carr

Title: Member

BOB'S POWER EQUIPMENT, INC.

By: [Signature]

Print Name: Daryl Carr (also known as James Daryl Carr)

Title: President

LENDER:

REDSTONE FEDERAL CREDIT UNION

BY: [Signature]

Print Name: NEIL A. Carville

Title: Senior Business Loan Officer

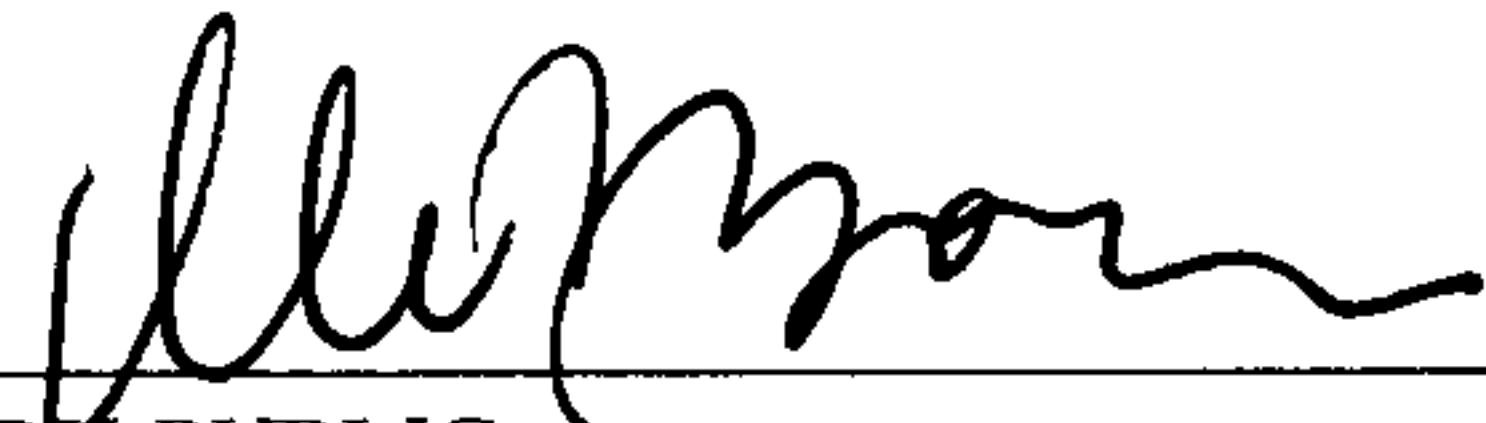
[ACKNOWLEDGMENTS CONTAINED ON FOLLOWING PAGE.]

ACKNOWLEDGMENTS OF MORTGAGOR

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daryl Carr (also known as James Daryl Carr) and Donna Hudson Carr, whose names as Members of D & D CARR, LLC, an Alabama limited liability company, are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such members, and with full authority, executed the same voluntarily, as an act of said company, acting in their capacity as aforesaid.

Given under my hand and official seal, this the 20 day of January, 2012.




NOTARY PUBLIC
My Commission Expires: 12/14/2012

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daryl Carr (also known as James Daryl Carr), whose name as President of BOB'S POWER EQUIPMENT, INC., 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 20 day of January, 2012.



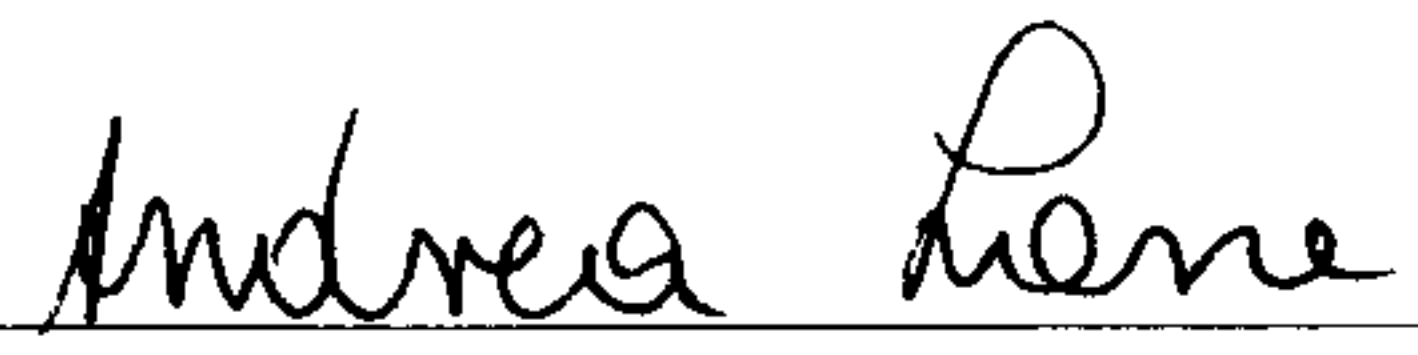
NOTARY PUBLIC
My Commission Expires: 12/14/2012

ACKNOWLEDGMENT OF LENDER

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Neil A. Carville, ^{Sr. Business Loan Officer} whose name as ~~Vice~~ President of REDSTONE FEDERAL CREDIT UNION, a corporation, 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 20 day of January, 2012.



NOTARY PUBLIC
My Commission Expires: 1-24-2016

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

William C. Brown
ENGEL, HAIRSTON & JOHANSON, P.C.
109 North 20th Street, Fourth Floor
P.O. Box 11405
Birmingham, Alabama 35202
(205) 328-4600

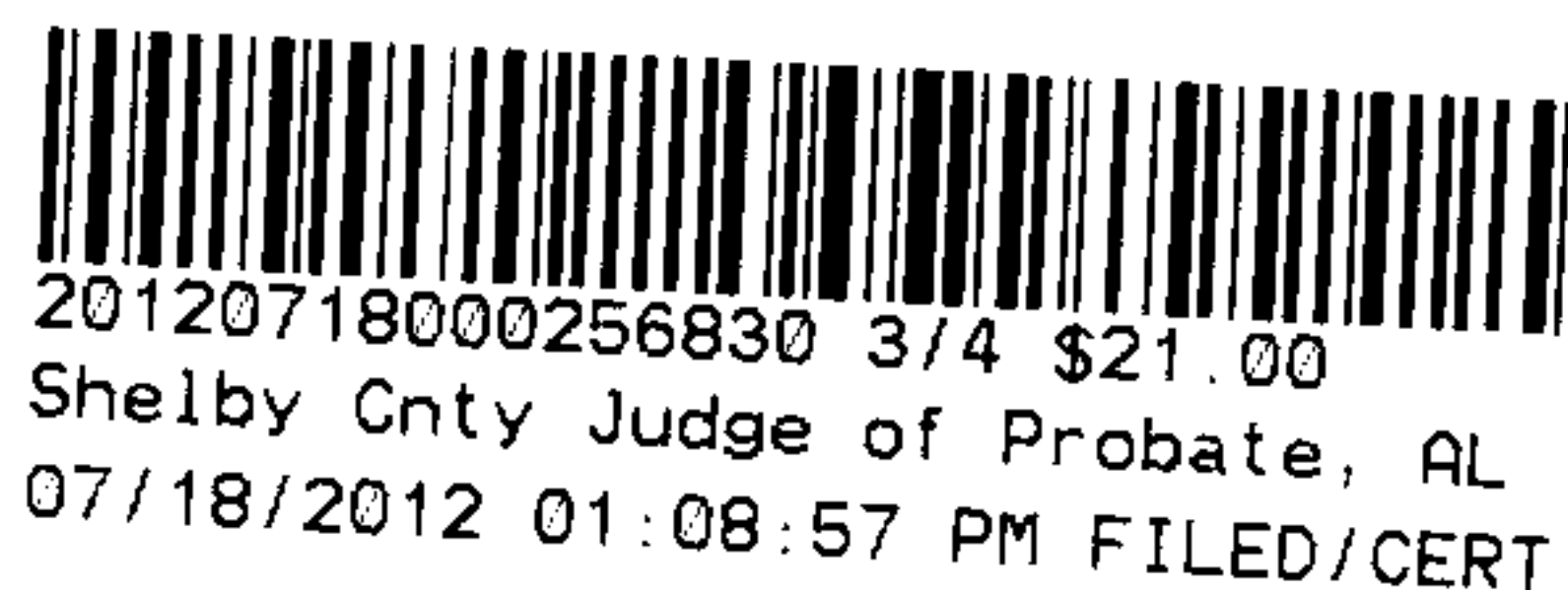


EXHIBIT "A"

LEGAL DESCRIPTION (26' INGRESS & EGRESS EASEMENT)

A TRACT OF LAND SITUATED IN THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF VALLEYDALE ROAD AND THE SOUTHWEST CORNER OF LOT 2, ACCORDING TO THE SURVEY OF VALLEYDALE COMMERCIAL PARK, AS RECORDED IN MAP BOOK 14, PAGE 70, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 01°39'00" WEST ALONG THE WEST LINE OF SAID LOT 2 FOR 225.82 FEET; THENCE RUN SOUTH 85°06'13" EAST FOR 26.17 FEET; THENCE RUN SOUTH 01°39'00" EAST FOR 229.65 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF VALLEYDALE ROAD; THENCE RUN NORTH 76°58'34" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 26.88 FEET TO THE POINT OF BEGINNING.

ALL BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO: i) taxes and assessments for the year 2012, a lien but not yet payable; ii) title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Volume 42, Page 246 and Deed Volume 4, Page 472; iii) Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Deed Volume 129, Page 559; Real Volume 224, Page 225; and Real Volume 148, Page 913; and iv) coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.

