

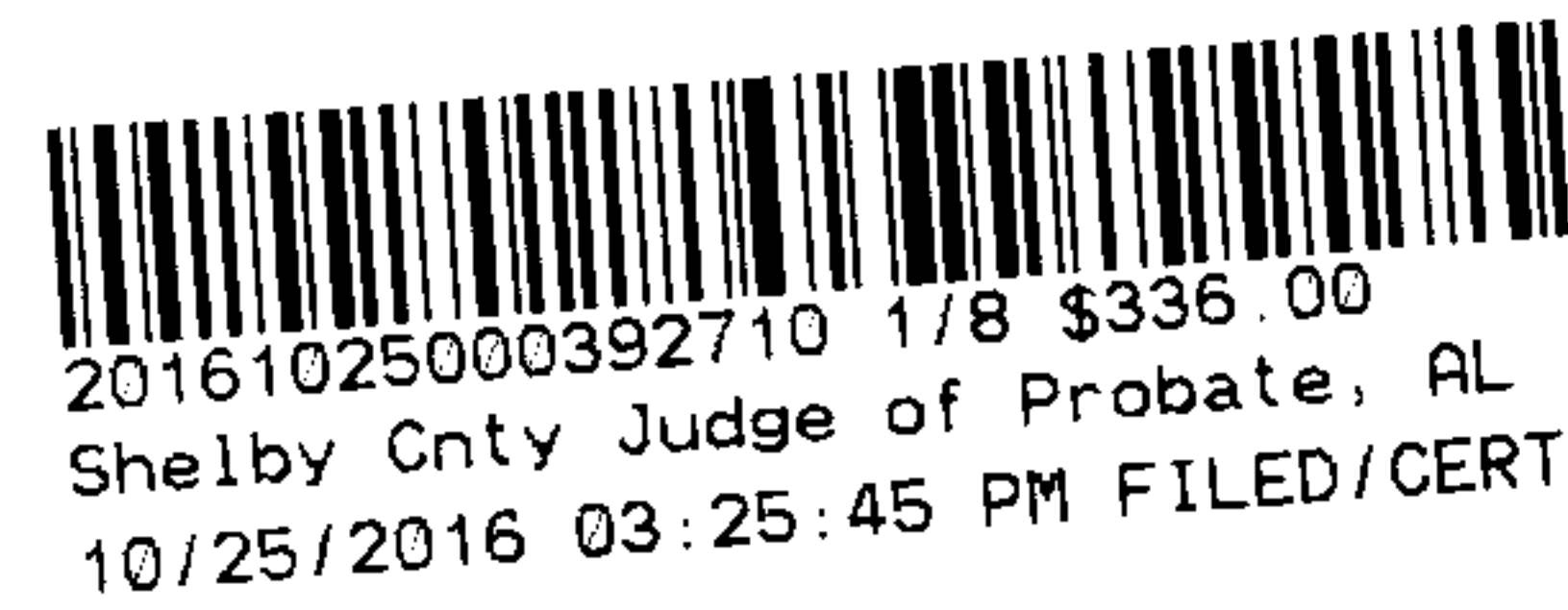
Note to Recorder: Mortgage tax on \$650,000.00 of the indebtedness secured hereby was previously paid upon recordation of the Mortgage, Assignment of Rents and Security Agreement recorded on September 13, 2016, as Instrument No. 20160913000331430 in the Office of the Judge of Probate of Shelby County, Alabama. The maximum principal amount of the indebtedness secured hereby is being increased by \$200,000.00 (i.e. from \$650,000.00 to \$850,000.00). Accordingly, the additional debt on which mortgage tax is to be paid upon recordation of this Amendment is \$200,000.00.

This instrument prepared by:

Jennifer S. Gisi
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203

STATE OF ALABAMA)

SHELBY COUNTY)



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

This **AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT** (this "Amendment") is made and entered into as of October 21, 2016, by and between **ROBERT F. STANFORD**, an individual resident of the State of Alabama, and **FRANCES S. STANFORD**, an individual resident of the State of Alabama, husband and wife (individually and collectively, the "Mortgagor"), whose address is 2715 Saddle Creek Trail, Birmingham, Alabama 35242, and **SERVISFIRST BANK**, an Alabama banking corporation, whose address is 850 Shades Creek parkway, Suite 200, Birmingham, Alabama 35209, Attention Nic Balanis (the "Mortgagee").

R E C I T A L S :

A. Mortgagor is the owner of certain real property located in Shelby County, Alabama, which property is legally described on Exhibit A attached hereto.

B. Mortgagee made a loan to Mortgagor in the original principal amount of \$600,000.00 (as amended, modified, renewed, and/or increased from time to time, the "Loan") as evidenced by, among other things, that certain *Promissory Note* dated September 8, 2016, made by Mortgagor to the order of Mortgagee in the original principal amount of \$600,000.00 (as amended, modified, renewed, and/or increased from time to time, the "Note").

C. As security for the indebtedness evidenced by the Note and all other indebtedness and obligations owing by Mortgagor to Mortgagee, then existing or thereafter incurred, Mortgagor executed in favor of Mortgagee that certain *Mortgage, Assignment of Rents and Security Agreement* dated September 8, 2016, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, on September 13, 2016, as Instrument No. 20160913000331430 (as amended from time to time, the "Mortgage"; *all capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Mortgage*).

D. Pursuant to that certain *First Amendment to Promissory Note and Other Loan Documents* dated effective as of September 21, 2016 (the “First Note Amendment”), the Parties increased the maximum principal amount of the Loan by \$50,000.00 (the “First Future Advance”) from \$600,000.00 to \$650,000.00, and, in conjunction therewith, amended the Note to increase the stated principal amount of the Note from \$600,000.00 to \$650,000.00.

E. Mortgagor has requested that Mortgagee increase the maximum principal amount of the Loan by an additional \$200,000.00 (the “Second Future Advance” and, together with the First Future Advance, the “Future Advances”), to a new maximum principal amount of \$850,000.00, and Mortgagee has agreed to such increase pursuant to the terms and conditions of that certain *Second Amendment to Promissory Note and Other Loan Documents* executed by Mortgagor and Mortgagee of even date herewith (the “Second Note Amendment”).

F. In accordance with the terms of the Second Note Amendment (which increases the stated principal amount of the Note from \$650,000.00 to \$850,000.00), Mortgagor and Mortgagee are executing this Amendment to, among other things, account for Mortgagee’s making of the Future Advances to Mortgagor and to amend the Mortgage to increase the maximum principal indebtedness secured thereby from \$650,000.00 to \$850,000.00.

G. Mortgagor and Mortgagee have agreed that the terms of the Mortgage be amended as described herein. The Mortgagor acknowledges that the execution of this Amendment confers a real and substantial benefit upon the Mortgagor and further acknowledges that it is supported by good and valuable consideration.

W I T N E S S E T H :

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the recitals hereinabove set forth which are an integral part of this Amendment and not mere recitals thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein.

2. Notice of Advances. This Amendment serves as notice that the Mortgagee has advanced to the Mortgagor the Future Advances. The Mortgagor hereby acknowledges the Mortgagor’s receipt of the Future Advances. The total principal indebtedness now evidenced by the Note and secured by the Mortgage is \$850,000.00. All persons shall take notice of the Future Advances and the total principal indebtedness of \$850,000.00 now secured by the Mortgage.

3. Modification of Mortgage and Other Loan Documents.

(a) Recital A of the Mortgage is hereby amended to reflect that the principal amount of the Loan and the stated principal amount of the Note have been increased from \$600,000.00 to \$850,000.00 as a result of the Future Advances.

(b) The terms "Loan", "Note", "Obligations" and "Secured Obligations" as used in the Mortgage are hereby amended to reflect that the principal amount of the Loan and the stated principal amount of the Note have been increased from \$600,000.00 to \$850,000.00 as a result of the Future Advances.

(c) The provision of the Mortgage with the heading "**Future Advances**" is hereby amended to delete "\$650,000.00" as used in said provision and to replace the same with "\$850,000.00".

(d) Without limiting the foregoing, the Mortgage and the other Loan Documents are hereby modified and amended where applicable in order to provide that the Mortgage and the other Loan Documents shall secure the entire indebtedness evidenced by the Note as amended by the First Note Amendment and Second Note Amendment, together with interest thereon, and any and all other sums due or which may become due from Mortgagor to Mortgagee thereunder.

4. No Novation. It is the intent of the parties hereto that the transaction contemplated hereby shall not be a novation of the Mortgage or of the indebtedness secured by the Mortgage, and shall not affect the lien priority of the Mortgage.

5. Ratification. Mortgagor ratifies and confirms the lien and security interests of the Mortgage in and to any and all property, real, personal or mixed, tangible or intangible, now or hereafter encumbered by Mortgage and grants to Mortgagee the benefit of a lien upon and security interest in all such property as security for the Secured Obligations.

6. Acknowledgment of Mortgagor. Mortgagor acknowledges and agrees by the execution hereof that as of the date hereof all principal and interest evidenced by the Note through the date of this Amendment are unconditionally due and owing to Mortgagee as provided in the Note, and that Mortgagor has no actions, defenses, demands and/or claims of set-off or deduction whatsoever, against (a) the Mortgagee, or (b) the Secured Obligations. Furthermore, Mortgagor acknowledges and agrees that as of the date hereof, Mortgagee has in no way defaulted or performed any act or omission under the Note, the Mortgage or any other agreements between Mortgagor and Mortgagee which would give rise to any action or actions, cause or causes of action, suits, debts, sums of money, damages, claims, costs, expenses and/or demands whatsoever, in law or in equity or otherwise, by Mortgagor against Mortgagee.

7. Indemnification. Mortgagor indemnifies and agrees to defend and hold Mortgagee harmless against any and all mortgage tax and other recording taxes, if any, imposed on the Mortgagee by virtue of its execution of this Amendment or its ownership of the Note or the Mortgage, including any and all penalties, interest and attorneys' fees incurred by Mortgagee in connection therewith, and Mortgagor agrees to pay any and all such taxes due hereunder within fifteen (15) days after receipt by Mortgagor of notice thereof. In the event of a failure by Mortgagor to pay such taxes upon demand and should Mortgagee elect to pay the same, the same shall be deemed a default/event of default by Mortgagor, and all such charges shall be secured by the lien of the Mortgage and shall bear interest at the default rate provided in the Note from the date of advance by Mortgagee until paid by Mortgagor. The provisions of this paragraph shall

survive repayment of the Note and the satisfaction of the Mortgage so long as a claim may be asserted by the State of Alabama or any of its agencies.

8. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

9. Governing Law. This Amendment shall be governed under the laws of the State of Alabama.

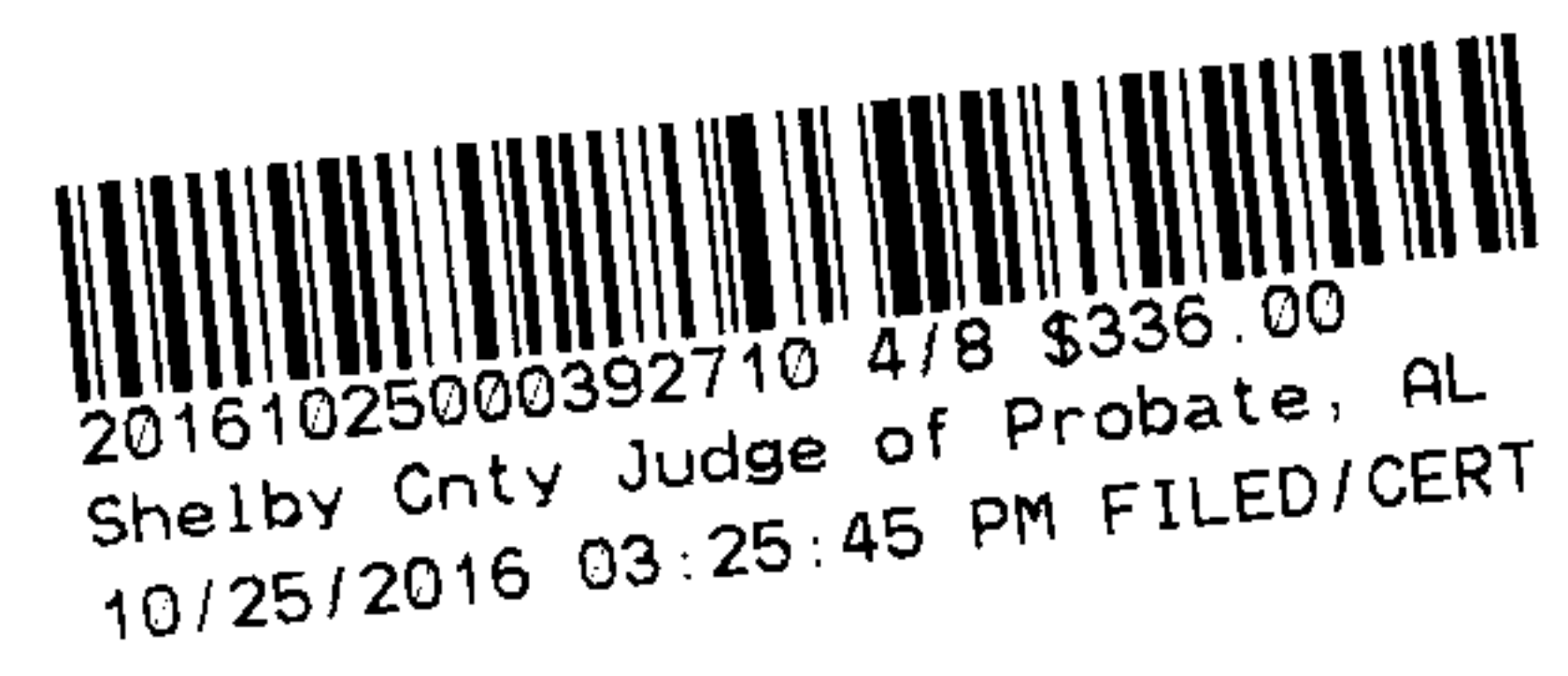
10. Ratification. Except as expressly modified hereby, the terms and conditions of the Mortgage and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed. The Loan Documents represent the final agreement between the parties and may not be contradicted by prior, contemporaneous, or subsequent oral agreements of the parties; there are no unwritten oral agreements between the parties.

11. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one and the same instrument.

12. **WAIVER OF JURY TRIAL.** THE MORTGAGOR AND MORTGAGEE HEREBY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THE MORTGAGE, THIS AMENDMENT OR THE LOAN, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF MORTGAGEE AND/OR MORTGAGOR OR ANY OTHER BORROWER PARTY (AS SAID TERM IS DEFINED IN THE NOTE) WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THE MORTGAGE, THIS AMENDMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THE MORTGAGE, THIS AMENDMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE MORTGAGOR AGREES THAT THE MORTGAGEE MAY FILE A COPY OF THIS AMENDMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF THE MORTGAGOR IRREVOCABLY TO WAIVE RIGHT TO TRIAL BY JURY, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN THE MORTGAGEE AND THE MORTGAGOR SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

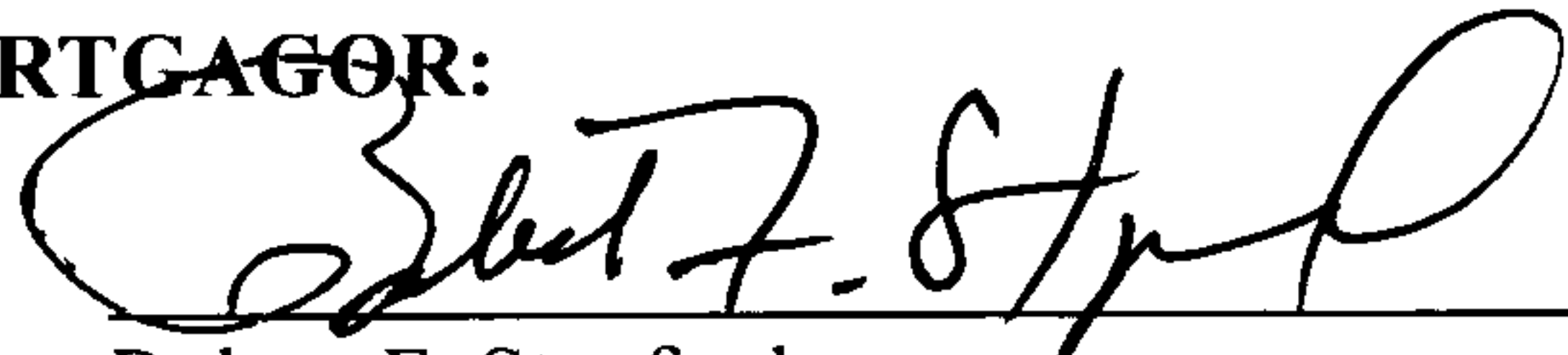
13. Headings. Paragraph or other headings contained in this Amendment are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Amendment.

(Signatures appear on following page.)




IN WITNESS WHEREOF, Mortgagor and Mortgagee have each caused this instrument to be executed by its respective duly authorized representative, as of the date first written above.

MORTGAGOR:




Robert F. Stanford




Frances S. Stanford

MORTGAGEE:

SERVISFIRST BANK, an Alabama banking corporation

By: 
Name: Michelle Balow
Title: SUP

(Notary acknowledgments begin on following page.)


20161025000392710 5/8 \$336.00
Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)

COUNTY OF Jefferson

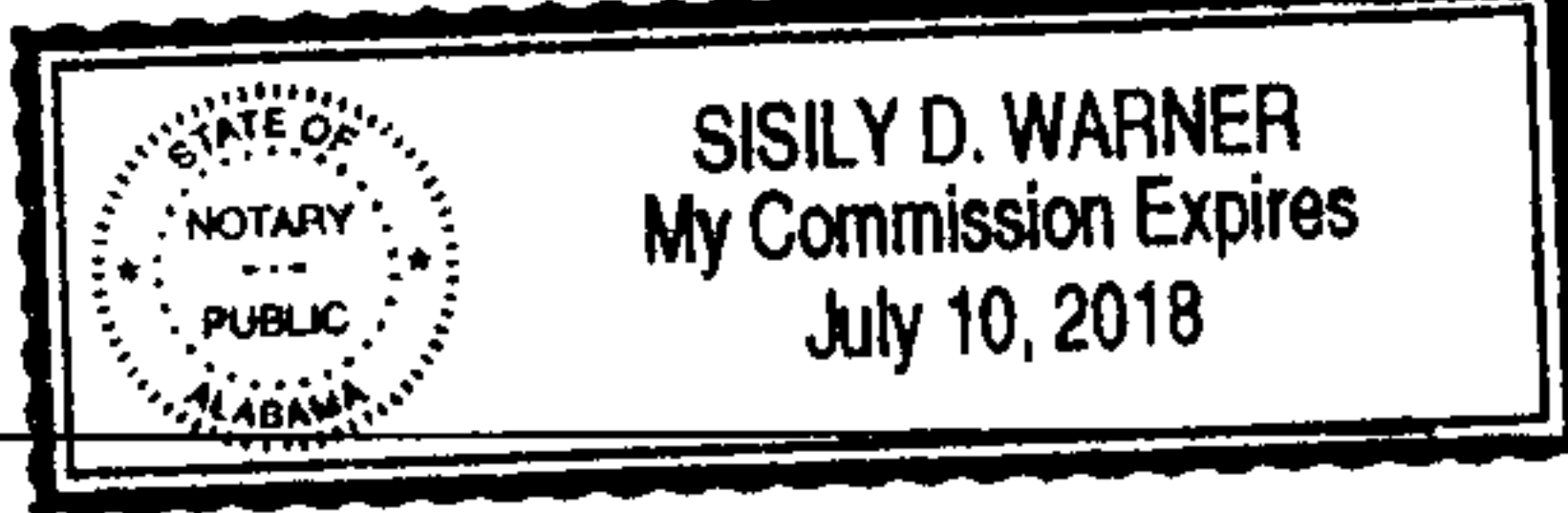
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Robert F. Stanford**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 21 day of October, 2016.

Sisily D. Warner
NOTARY PUBLIC

(SEAL)

My Commission Expires: _____



STATE OF ALABAMA)

COUNTY OF Jefferson

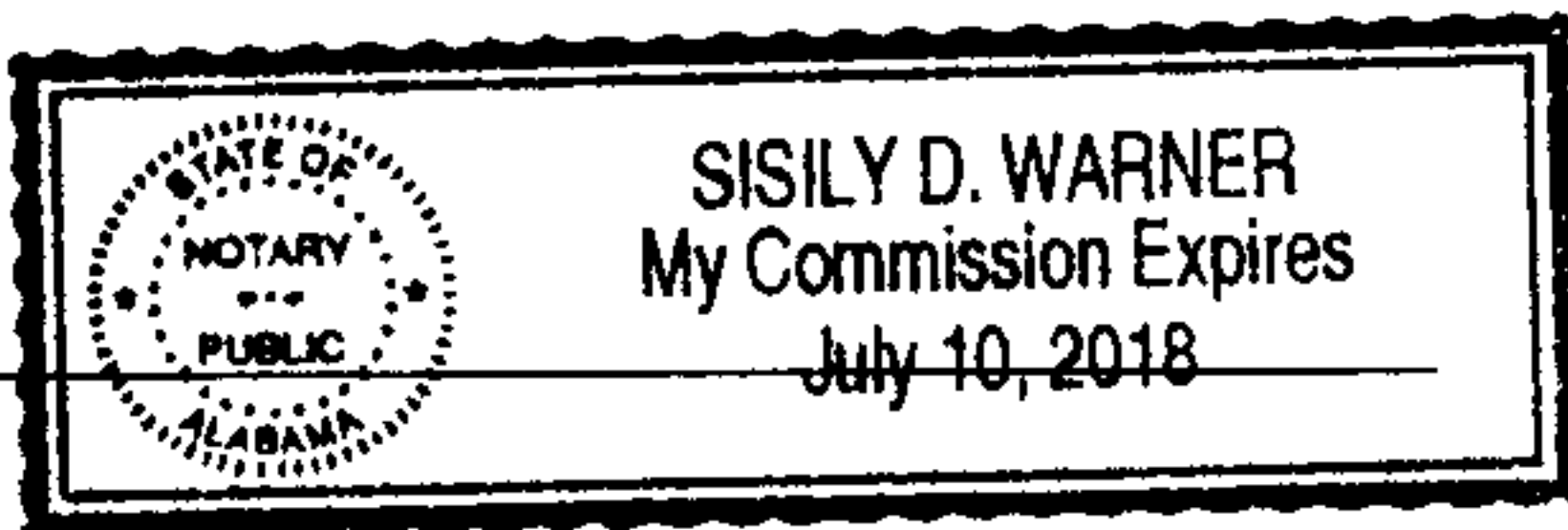
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Frances S. Stanford**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 21 day of October, 2016.

Sisily D. Warner
NOTARY PUBLIC

(SEAL)

My Commission Expires: _____



(Notary acknowledgments continue on following page.)

STATE OF ALABAMA)

COUNTY OF Jefferson

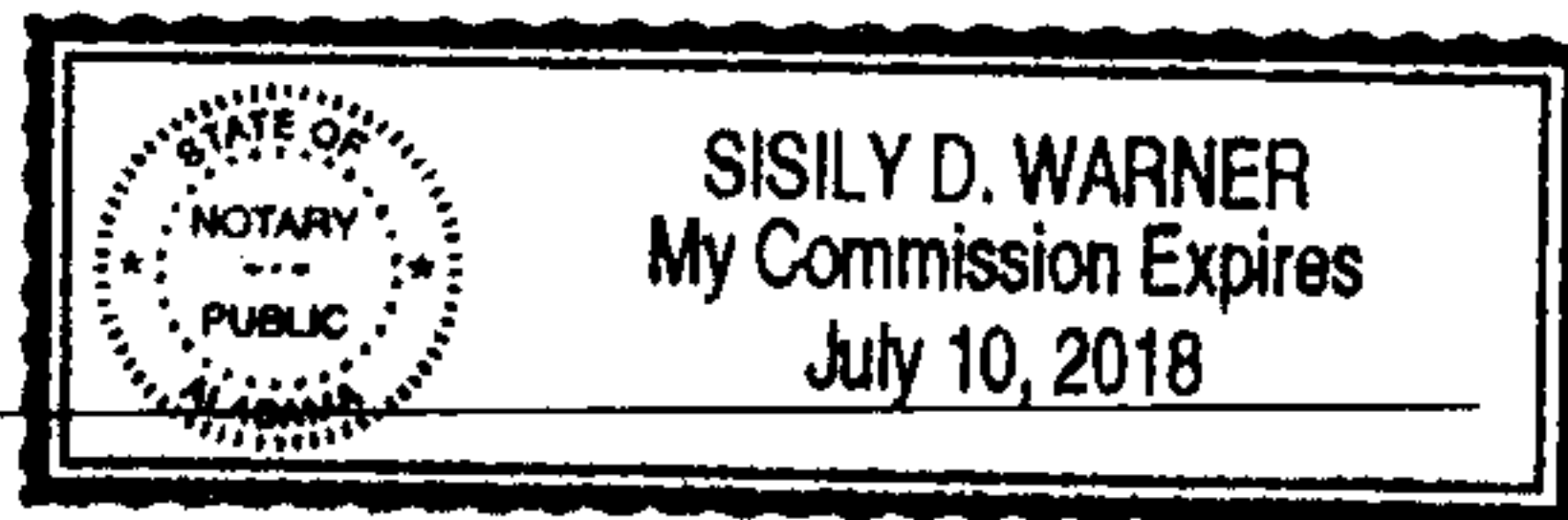
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that McBalarz, whose name as SV of **ServisFirst Bank**, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 21 day of October, 2016.

Sisily D. Warner
NOTARY PUBLIC

(SEAL)

My Commission Expires: _____



20161025000392710 7/8 \$336.00
Shelby Cnty Judge of Probate, AL
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Exhibit A

[Description of the Property]


Being all of that certain property located in Shelby County, Alabama and being more particularly described as follows:

Lot 1-E according to the Survey of Saddle Creek Acres as recorded in Map Book 14, Page 8, in the Office of Judge of Probate of Shelby County, Alabama.

LESS AND EXCEPT:

A parcel of land situated in part of the Southwest quarter of the Northeast quarter of Section 22, Township 18 South, Range 1 West and also being a part of Lot 1-E in Saddle Creek Acres as recorded in Map Book 14 on Page 8, in the Office of the Judge of Probate, Shelby County, Alabama, (the "Probate Office"), being more particularly described as follows:

Begin at a 5/8" rebar locally accepted to be the Southwest corner of said quarter-quarter section; thence run North along the West line of said quarter-quarter section for a distance of 1,333.44 feet to a 5/8" rebar and cap; thence turn an angle to the right of 89 degrees, 22 minutes, 24 seconds and run in a Easterly direction along the North line of said quarter-quarter section for a distance of 1,321.06 feet to a 3/8" rebar found; thence turn an angle to the right of 90 degrees, 28 minutes, 00 seconds and run in a Southerly direction along the East line of said quarter-quarter section for a distance of 923.72 feet to an iron pin set; thence turn an angle to the right of 114 degrees, 26 minutes, 19 seconds and run in a Northwesterly direction for a distance of 380.92 feet to an iron pin set; thence turn an angle to the left of 21 degrees, 36 minutes, 56 seconds and run in a Westerly direction for a distance of 69.01 feet to an iron pin set; thence turn an angle to the right of 25 degrees, 59 minutes, 52 seconds and run in a Northwesterly direction for a distance of 129.02 feet to an iron pin set; thence turn an angle to the left of 83 degrees, 53 minutes, 42 seconds and run in a Southwesterly direction for a distance of 205.10 feet to an iron pin set; thence turn an angle to the right of 11 degrees, 54 minutes, 55 seconds and run in Southwesterly direction for a distance of 139.64 feet to an iron pin set; thence turn an angle to the left of 09 degrees, 01 minutes, 56 seconds and run in a Southwesterly direction for a distance of 477.66 feet to an iron pin set on the South line of said quarter-quarter section; thence turn an angle to the right of 51 degrees, 39 minutes, 53 seconds and run in a Westerly direction along the South line of said quarter-quarter section for a distance 283.88 feet to the point of beginning.


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