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MORTAMEN 1/5

**This Instrument Prepared by:**

Matthew D. Evans, Esq.  
Marks & Associates, P.C.  
400 Century Park South, Suite 100  
Birmingham, Alabama 35202

**NOTICE TO RECORDER:**

**THIS AGREEMENT AMENDS A PREVIOUSLY RECORDED MORTGAGE WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA WHICH WAS RECORDED AS INSTRUMENT NUMBER 20130717000290230, UPON WHICH MORTGAGE RECORDING TAXES HAVE PREVIOUSLY BEEN PAID ON INDEBTEDNESS OF \$224,000.00. THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED THEREBY IS BEING INCREASED BY THIS AGREEMENT TO THE MAXIMUM PRINCIPAL AMOUNT OF \$300,000.00; THEREFORE, MORTGAGE RECORDING TAX ON THE INCREASE ONLY IS DUE RESULTING IN AN AMOUNT OF \$114.00; WITH SUCH AMOUNT BEING PAID BY BORROWER IN CONNECTION HERewith.**

**FIRST AMENDMENT AND MODIFICATION TO REAL ESTATE  
MORTGAGE AGREEMENT**

**THIS FIRST AMENDMENT AND MODIFICATION TO MORTGAGE AND SECURITY AGREEMENT** (this "Agreement") is made as of January 31, 2017 and executed between **C & S FUTURES, LLC**, an Alabama limited liability company (hereinafter referred to as the "Borrower" or "Mortgagor") whose address is 985 Yeager Parkway, Pelham, Alabama 35124 and **BANCORPSOUTH BANK**, whose address is 475 Southland Drive, Hoover, Alabama 35226 Attn: Mr. Bascom Venable (referred to herein as "Bank" or "Lender"). The legal description of the Mortgaged Property is attached hereto as Exhibit A.

**WITNESSETH:**

**WHEREAS**, Borrower has made and delivered to Bank a Real Estate Mortgage and Security Agreement as the same may be extended, renewed, amended or modified dated as of July 12, 2013 and respectively recorded as instrument number 20130717000290230 in the Office of the Judge of Probate of Shelby County, Alabama (as so extended, renewed, modified or amended by this Agreement the "Mortgage") in order to secure a Promissory Note from Borrower as the same may be extended, renewed, amended or modified (as so extended, renewed, modified or amended by the Amended and Restated Promissory Note as of even date herewith (the "Note") evidencing a term loan in the principal amount of up to **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** with interest thereon and certain other indebtedness and obligations of Borrower from time to time owing to Bank.

**WHEREAS**, Borrower has requested and Bank has agreed to amend the Mortgage as provided for in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the mutual covenants contained herein, Borrower and Bank do hereby agree as follows:

**ARTICLE I: AFFIRMATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.

**ARTICLE II: DEFINITION OF TERMS.** Capitalized terms not defined herein shall have the meanings ascribed to such term in the Mortgage.

**ARTICLE III. AMENDMENTS TO THE MORTGAGE.** The Mortgage is hereby amended as follows:

**III.1** Section 3: Maximum Obligation Limit is hereby amended and restated in its entirety as follows:

**3. Maximum Obligation Limit.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$300,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contains in this Security Instrument.

**III.2 Increase of Secured Obligations to \$300,000.00.** All references to the amount of indebtedness secured by the Mortgage shall mean an amount equal to the principal sum of Three Hundred Thousand and No/100 Dollars (\$300,000.00).

**III.3 Amendment to Defined Term of Note.** All references to the Note and loan dated July 7, 2013 in the principal amount of \$224,000.00 shall be delated in their entirety and replaced with the following:

"Note" shall mean the Amended and Restated Promissory Note dated as of January 31, 2017, executed and delivered by Borrower in favor of Bank in the original principal amount of \$300,000.00 payable to Bank with interest thereon, on demand or as otherwise provided thereunder.

**ARTICLE IV. MISCELLANEOUS**

**I.1 Payment and Performance of Loan Documents & Mortgage.** The Mortgage and other Loan Documents (as such term is defined in the Note) between Borrower and Bank are hereby ratified and affirmed and remain in full force and effect, other than the modifications reflected herein. The execution and delivery hereof shall not constitute a novation or modification of the lien, encumbrance or security of the Mortgage. Borrower will perform, observe and comply with all the provisions hereof, and the Mortgage and each of the other Loan

Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Note, together with interest thereon, and all other sums of money required to be paid by Borrower.

**I.2** Successors and Assigns; Assignment This Mortgage shall be binding upon Borrower and Bank and their respective successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of Borrower and Bank and their respective successors and assigns and any holder of the Obligations (as such term is defined in the Note). This Agreement is assignable by Bank and any assignment of this Agreement by Bank shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Bank

**I.3** Taxes and Other Charges. In the event any taxing authority shall require any additional mortgage recording tax or filing fees or impose any interest or penalties thereon or incidental thereto, Borrower agrees to promptly pay the same. Borrower also agrees to pay any title insurance charges or premium in relation hereto.

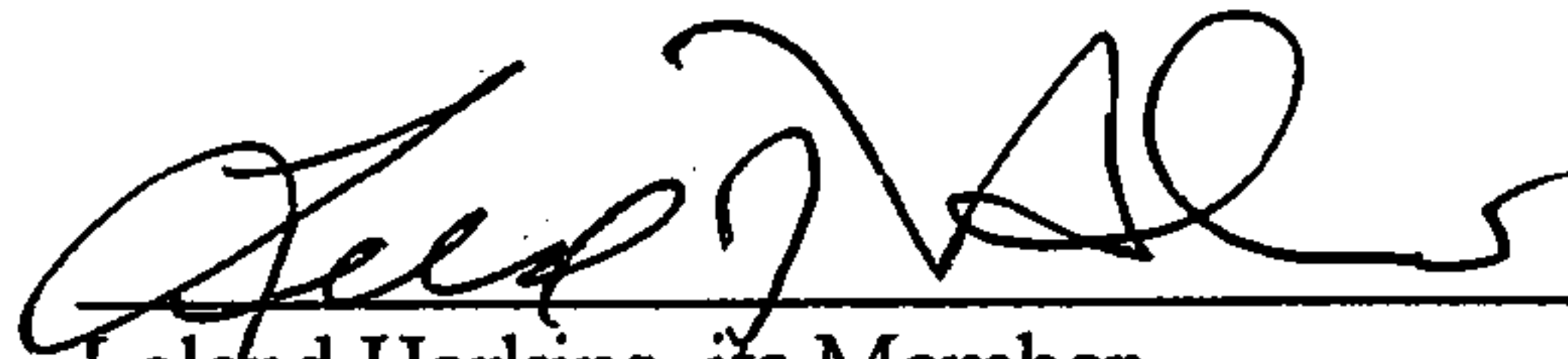
**I.4** Notices. All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Loan

**I.5** Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Alabama.

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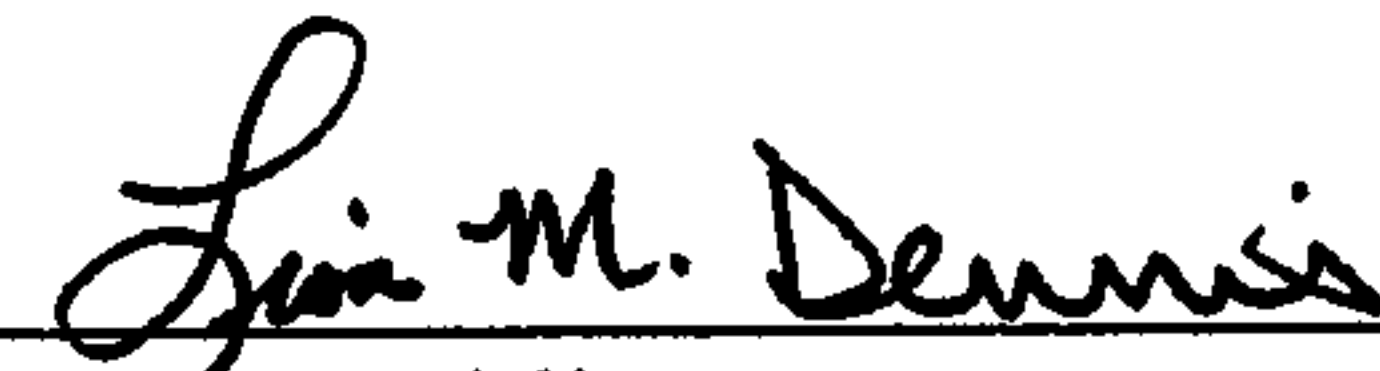
IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the day and year first above written.

C & S FUTURES, LLC,  
an Alabama limited liability company

  
Leland Harkins, its Member

STATE OF ALABAMA §  
COUNTY OF SHELBY §

I, LISA DENNIS, a NOTARY in and for said County in said State, hereby certify that Leland Harkins whose name as Member of C & S FUTURES, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company. Given under my hand and official seal, this the thirty-first (31st) day of January 2017.



Notary Public

My Commission Expires:

LISA M. DENNIS  
NOTARY PUBLIC

ALABAMA STATE AT LARGE

MY COMMISSION EXPIRES FEBRUARY 10, 2018  
[SEAL]

**EXHIBIT A**

**LEGAL DESCRIPTION**

A parcel of land in Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Southwest corner of said Section 13; thence run East along the South section line 979.82 feet; thence turn left 66°15'04" and run Northeast 2665.28 feet to the point of beginning; thence continue last course 109.33 feet; thence turn right 97°58'37" and run Southeast 250.10 feet to a point on a curve on the Westerly right of way of Yeager Parkway; thence turn right 86°29'19" to tangent of a counter-clockwise curve having a delta angle of 01°15'26" and a radius of 4582.00 feet and run along the arc of said curve 100.54 feet; thence turn right 92°52'31" from tangent and run Northwest 242.31 feet to the point of beginning.

Being situated in Shelby County, Alabama.

ADDRESS: 985 Yeager Parkway, Birmingham



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
02/01/2017 01:50:23 PM  
\$141.00 CHERRY  
20170201000039530

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the typed name of the County Clerk.