

STATE OF ALABAMA
SHELBY COUNTY

20170224000064890
02/24/2017 09:31:07 AM
MORTAMEN 1/5

**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 November 16, 2009, by CHAMBLISS REAL ESTATE, LLC, a Delaware limited liability company, and MEDPLEX PEDIATRIC DENTISTRY, INC., an Alabama corporation (hereinafter jointly, severally and collectively the "**Mortgagor**") in favor of **SERVISFIRST BANK**, whose address is 850 Shades Creek Parkway, Suite 200, Birmingham, Alabama 35209 (hereinafter, along with its successors in interest and/or assigns, collectively the "**Lender**").

WHEREAS, the Mortgage is recorded as Instrument No. 20091123000434740 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto (the "**Mortgaged Property**"), and was given as security for indebtedness evidenced by that promissory notes in the original principal amounts of \$616,500.00 and \$493,200.00, along with any renewals, extensions thereof (collectively the "Note").

WHEREAS, proceeds from the Note were used for the acquisition and development of the Mortgaged Property and any improvements located thereon; and

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$1,711.55 was paid to the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the current principal balance of the indebtedness secured by the Mortgaged Property on the dated of this Amendment is equal to the amount of \$316,399.47, and Mortgagor has requested Lender to lend and/or make additional advances under the Note secured by the Mortgaged Property in the principal amount of \$383,600.53 for purposes of refinancing obligations evidenced by that certain U.S. Small Business Administration SBA 504 Loan bearing Loan No. 34218550-00 (the "SBA Loan") and paying customary closing costs associated therewith, and Lender is agreeable to making such changes, refinance and advances, provided Mortgagor, among other things enters into this Amendment, and cause this additional advance to be secured by the Mortgage.

WHEREAS, UPON Lender's receipt of proceeds in the amount of \$493,200.00 from the sale of a debenture through the SBA Loan, the foregoing principal indebtedness secured by the Mortgage, was reduced to a principal indebtedness in the amount of \$616,500.00.

NOTES TO CLERK: (1) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE IS HEREBY INCREASED BY AN AMOUNT EQUAL TO THREE HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED AND 53/100 DOLLARS (\$383,600.53); (2) FOR RECORDING PURPOSES ONLY THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE, AS AMENDED, IS SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$700,000.00); AND (3) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20091123000434740, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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

1. **Modification of Principal Amount Secured.** Henceforth the Mortgage shall specifically secure not only the existing indebtedness of \$316,399.47 evidenced by that Note in the original principal amount of \$616,500.00 dated November 16, 2009, as modified, amended and renewed, but also an additional advance or loan of \$383,600.53 made in connection herewith to Borrower, and all the interest thereon. The term "Debt" as used in the Mortgage shall be defined to mean the indebtedness in the principal amount of \$700,000.00 including not only the existing indebtedness of \$316,399.47, but also the \$383,600.53 advance or loan being made in connection herewith, along with all interest thereon, and all extensions, and renewals thereof.

2. **Amendments.** In addition hereto, Mortgagor 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:

(a) **Books and Records.** Lender and Mortgagor hereby agree to amend Section 34 of the Mortgage so that Mortgagor's obligations with respect to Books and Records shall be the same as required in the Loan Agreement delivered by Mortgagor to Lender on the same date hereof.

3. **Further Action.** 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.

4. **Continuing Validity.** All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not a novation thereof.

[SIGNATURES AND ACKNOWLEDGEMENT CONTAINED ON THE FOLLOWING PAGE.]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 22 day of February, 2017.

MORTGAGOR:

2560 HOLDINGS LLC

MEDPLEX PEDIATRIC DENTISTRY, INC.

By: _____
Print Name: R. Baker Chambliss, Jr.
Title: President

CHAMBLISS REAL ESTATE, LLC, a Delaware limited liability company

By: _____
Print Name: R. Baker Chambliss, Jr.
Title: Member and Managing Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that R. Baker Chambliss, Jr., whose name as President of MEDPLEX PEDIATRIC DENTISTRY, INC., an Alabama 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 capacity as aforesaid.

Given under my hand and official seal, this the 22 day of February, 2017.

Stacy S. S. S.
NOTARY PUBLIC
My Commission Expires: _____ MY COMMISSION EXPIRES:
March 20, 2018

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that R. Baker Chambliss, Jr., whose name as Member and Managing Member of CHAMBLISS REAL ESTATE, LLC, a Delaware 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 said instrument, he, as such member and managing member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 22 day of February, 2017.

Stacy S. S. S.
NOTARY PUBLIC
My Commission Expires: _____ MY COMMISSION EXPIRES:
March 20, 2018

[AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT.]

LENDER:

SERVISFIRST BANK

By: [Signature]
Name: Chris Robbins
Title: SVP

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Chris Robbins, whose name as Senior Vice President of the 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/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 20 day of February, 2017.

[Signature]
NOTARY PUBLIC
My Commission Expires: March 20, 2018

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

[D-5993]

EXHIBIT "A"

Units 200 and 250, Building 3000, in Southlake Park, a Condominium, as established by that certain Declaration of Condominium of Southlake Park, a Condominium, which is recorded in Instrument No. 20080731000309270 and amended by First Amendment as recorded in Instrument No. 20091030000406130, in the Probate Office of Shelby County, Alabama, (to which said Declaration of Condominium a plan is attached and filed for record in Map Book 40, Page 43; Map Book 40, Page 118; Map Book 41, Page 73 and Map Book 41, Page 79, in said Probate Office; the By-Laws of Southlake Park as referred to in said Declaration of Condominium in exhibit B, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium of Southlake Park, a Condominium.

SUBJECT TO: i) taxes and assessments for the year 2017, a lien but not yet payable; ii) easements and restrictions as shown on Map Book 40, page 43, Map Book 40, page 118; Map Book 41, Page 73 and Map Book 41, Page 79; iii) covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title created by the Alabama Condominium Ownership Act, Section 35-8A-302 et. Seq., Code of Alabama, 1975, as set forth in the Declaration of Condominium of Southlake Park, a condominium, dated July 25, 2008, and recorded in Instrument No. 20080731000309270 and amended by First Amendment as recorded in Instrument No. 20081211000463630 and by Second Amendment recorded in Instrument No. 20090928000368020 and Third Amendment recorded in Instrument No. 20091030000406130, in the Probate Office of Shelby County, Alabama; in the Articles of Incorporation of Southlake Park Owners Association, Inc. as recorded in LR 200809, Page 29901, in said Probate Office; in the By-Laws of Southlake Park recorded on Exhibit B, in said Probate Office; iv) restrictions, covenants, and conditions as set out in instruments recorded in Instrument No. 2000-7407; 2008-30927 and Instrument No. 2008-46363; v) transmission line permits to Alabama Power Company as shown by instruments recorded in Deed 129, Page 572 and Deed 216, Page 103; vi) right of way granted to Alabama Power Company recorded in Deed 219, Page 734; Instrument No. 2007-49686 and Instrument No. 2006-60183; vii) right of way granted to Shelby County recorded in Deed 177, Page 38; viii) covenants set forth in Instrument No. 2006-49730; ix) easements recorded in instrument No. 20090424000150660; and x) coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/24/2017 09:31:07 AM
\$602.40 CHERRY
20170224000064890

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