



20180110000010650 1/5 \$942.90  
 Shelby Cnty Judge of Probate, AL  
 01/10/2018 01:06:24 PM FILED/CERT

**Note to Recording Office:** This instrument amends that certain Amended and Restated Mortgage and Security Agreement dated December 1, 2003, executed by Calera Properties, L.L.C. in favor of Regions Bank, as successor by merger to AmSouth Bank, and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") at Instrument No. 20031219000815840, as amended by the First Amendment to Amended and Restated Mortgage and Security Agreement dated December 3, 2015, recorded in the Probate Office at Instrument No. 20151223000436680 (as such has been and may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Mortgage"), which Mortgage secures certain Obligations (as defined in the Mortgage), including without limitation the payment of all amounts due and payable under that certain Note dated July 14, 2009 in the principal amount of Six Hundred Ninety-Five Thousand Eight Hundred Eighty-One and 00/100 Dollars (\$695,881.00) executed by Calera Properties, L.L.C. in favor of Regions Bank, as amended and increased by a principal amount of \$70,000.00 by that certain Note Modification Agreement dated as of the December 3, 2015, and as further amended and increased by a principal amount of \$610,562.49 by that certain Second Note Modification Agreement dated as of the Effective Date (defined below). As of the date of this Agreement, the outstanding principal balance under the Note is \$189,437.51, which amount does not include the Increased Amount (defined below). This instrument increases the amount of secured indebtedness by \$610,562.49 (the "Increased Amount"); therefore, mortgage tax of \$915.90 shall be payable on the Increased Amount in connection herewith.

This instrument prepared by  
 and upon recording return to:

Lucas B. Gambino, Esq.  
 Maynard, Cooper & Gale, P.C.  
 1901 Sixth Avenue North  
 2400 Regions/Harbert Plaza  
 Birmingham, AL 35203  
 205-254-1219

STATE OF ALABAMA            )  
 SHELBY COUNTY             )

**SECOND AMENDMENT TO AMENDED AND  
 RESTATED MORTGAGE AND SECURITY AGREEMENT**

**THIS SECOND AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT** (this "Agreement"), made as of the 5<sup>th</sup> day of January \_\_, 2018 (the "Effective Date"), by and between **CALERA PROPERTIES, L.L.C.**, an Alabama limited liability company, (the "Mortgagor"), and **REGIONS BANK**, an Alabama banking corporation as successor by merger to AmSouth Bank (the "Mortgagee").

**RECITALS:**

WHEREAS, as security for the Obligations, the Mortgagor executed and delivered to Mortgagee that certain Mortgage dated December 1, 2003, recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") at Instrument No. 20031219000815840, as amended by the First Amendment to Amended and Restated Mortgage and Security Agreement dated December 3, 2015, recorded in the Probate Office at Instrument No. 20151223000436680 (as such has been and may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Mortgage");

WHEREAS, the Mortgagor has requested that the Mortgagee extend additional credit in the principal amount of \$610,562.49 to the Mortgagor under the terms of that certain Note dated July 14, 2009, as amended by that certain Note Modification Agreement dated as of December 3, 2015 between the Mortgagor and the Mortgagee for an additional principal amount of \$70,000.00, and as further amended by that certain Second Note Modification Agreement of even date herewith between the Mortgagor and the Mortgagee (as amended, the "Note"); and

WHEREAS, the Mortgagee has agreed to extend additional credit to the Mortgagor under the Note, provided that the Mortgagor and the Mortgagee enter into this Agreement, and subject to all of the terms and conditions hereof.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the parties hereto agree as follows:

1. All references to the Mortgage in the Mortgage and other Financing Documents shall be deemed to refer to the Mortgage as amended by this Agreement.

2. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Mortgage.

3. All references to the Financing Documents in the Mortgage or any other Financing Document shall be construed to include any and all amendments, modifications, consolidations, and extensions of any Financing Document.

4. Mortgagor acknowledges and agrees that, on and after the Effective Date, each of the Financing Documents evidences or secures all of the Obligations, as defined therein, including without limitation the additional credit extended by Mortgagee simultaneously herewith as evidenced by the Note. Any other provisions in the Financing Documents that are inconsistent with this Agreement are hereby modified so as to be consistent herewith.

5. Mortgagor represents and warrants that all representations and warranties made in the Financing Documents are true and correct as of the date of this Agreement, and no Event of Default, as said term is defined in the Financing Documents, or circumstances that with notice or lapse of time or both would constitute an Event of Default thereunder, has occurred or is continuing.

6. Mortgagor represents to Mortgagee that it has been represented by legal counsel of its own choosing, or has had the opportunity to be so represented and has elected not to be so represented, in connection with the transactions contemplated by or described in this Agreement, that it has not relied on any expertise or recommendation of Mortgagee or of Mortgagee's counsel in deciding to enter into this Agreement, that this Agreement is legally binding on it, and that it is exercising his independent judgment to enter into this Agreement.


7. Any provision of this Agreement or any other Financing Document referenced herein that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

8. Except as hereby amended and modified, the Mortgage and other Financing Documents shall remain in full force and effect.

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9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

*[Remainder of page intentionally left blank]*



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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

**MORTGAGEE:**

**REGIONS BANK**

By: [Signature]  
Name: Ross D. Swenson  
Its: Assistant Vice President

STATE OF Alabama )

Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said county in said State, hereby certify that Ross Swenson, whose name as asst. vice president of Regions 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, she/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 5<sup>th</sup> day of January, 2018

[Signature]  
Notary Public



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**MORTGAGOR:**

**CALERA PROPERTIES, L.L.C.**

By: David B. Bowers  
Name: David B. Bowers  
Its: Manager

STATE OF Alabama )

Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David B. Bowers, whose name as Manager of Calera Properties, L.L.C., an Alabama 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, she/he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 5<sup>th</sup> day of January, 2018  
Lindsay M. Watts  
Notary Public



My commission expires: 11/30/19



Filed and Recorded  
Official Public Document

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bate Judge,

John F. [Signature]