

Instrument prepared by:
J. Payne Baker, Jr., Esq.
The Law Office of J. Payne Baker, Jr., LLC
408 Hollywood Blvd., Ste. 100
Birmingham, AL 35209

FIRST AMENDMENT TO CREDIT LINE MORTGAGE

THIS FIRST AMENDMENT TO THE CREDIT LINE MORTGAGE made as of the 9th day of October, 2018 by EMM Auto, LLC, an Alabama limited liability company having its principal office and place of business located at 1497 Secretariat Drive, Helena, AL 35080, for the benefit of Renasant Bank, a federally chartered banking corporation, having an office at 2001 Park Place, Suite 600, Birmingham, AL 35203.

Recital

- A. The Mortgagor entered into a certain Credit Line Loan Agreement and Credit Line Promissory Note dated June 27th, 2018.
- B. To Secure the Borrower's obligations under the Original Credit Line Loan Agreement and Credit Line Promissory Note, Mortgagor delivered to the Mortgagee a certain Credit Line Mortgage dated June 27th 2018 (as the same may be amended, restated, modified or otherwise, from time to time, the "**Mortgage**") encumbering the real estate located in the County of Shelby, State of Alabama and legally described on Exhibit "A" attached hereto and made part hereof, which Mortgage was recorded July 5th, 2018 in instrument number 20180705000238250, in the Office of the Judge of Probate Shelby County, Alabama.
- C. In connection with the execution and delivery of this amendment, The Mortgagor, and Mortgagee, entered into a certain Amended Credit Line Loan Agreement, and an Amended and Restated Credit Line Promissory note dated this 9th day of October 2018, under which Renasant Bank increased the credit line from one hundred fifty thousand and 00/100 (\$150,000) dollars to two hundred twenty-five and 00/100 (\$225,00) dollars.
- D. As a Condition to the Amended Credit Line Loan Agreement and Amended and Restated Credit Line Promissory Note the Mortgagee is requiring the execution and delivery of this First Amendment to the Credit Line Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and Mortgagee agree as follows:

AGREEMENT

- 1. The **Certain Definition** section of the Credit Line Mortgage is hereby amended as follows
"Mortgage Amount" means \$225,000
- 2. Except as hereby amended, the Mortgage remains in full force and effect.

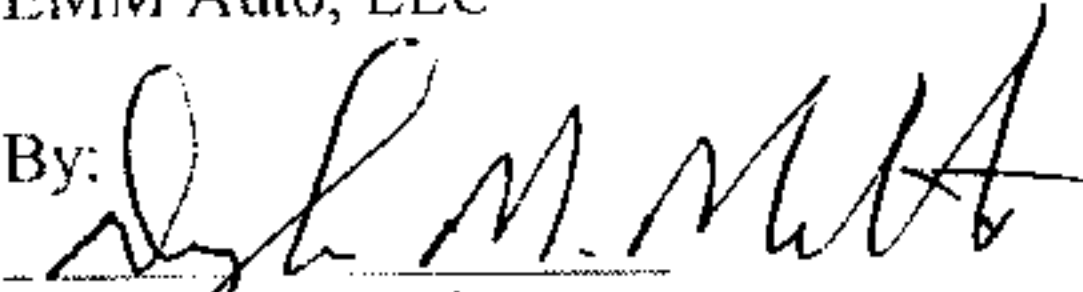
[Remainder of the Page Intentionally Left Blank – Signature Page to Follow]

20181024000376390 1/3 \$133.50
Shelby Cnty Judge of Probate, AL
10/24/2018 10:16:36 AM FILED/CERT

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagor as of the day any year first written.

EMM Auto, LLC

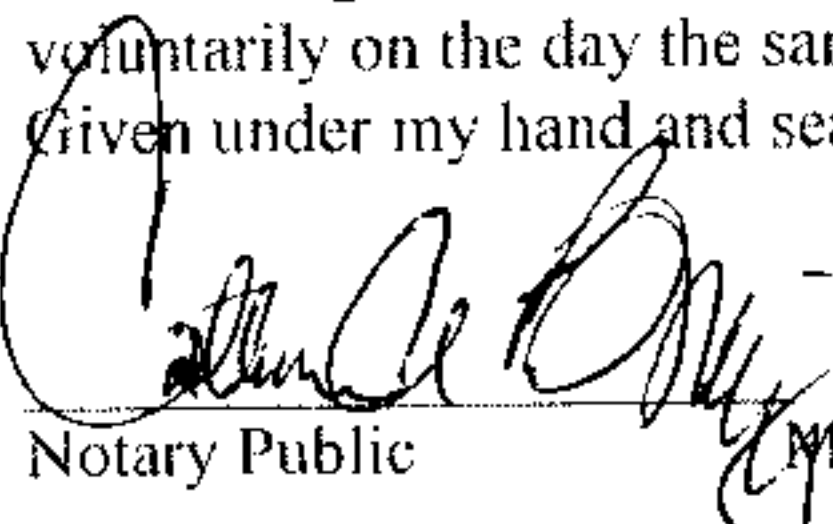
By:


Douglas M. Melton
Its: Authorized Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Douglas M. Melton, Authorized Officer of EMM Auto, LLC, whose name is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage, the executed the same voluntarily on the day the same bears date

Given under my hand and seal this 9th day of OCT, 2018.


Notary Public

My Commission Expires: 1/6/2021






20181024000376390 2/3 \$133.50
Shelby Cnty Judge of Probate, AL
10/24/2018 10:16:36 AM FILED/CERT

Exhibit A

Legal Description:

LOT 1, Graham Fulton Springs Subdivision, as recorded in Map Book. 49, Page 54, in the Probate Office, Shelby County, Alabama.


20181024000376390 3/3 \$133.50
Shelby Cnty Judge of Probate, AL
10/24/2018 10:16:36 AM FILED/CERT