


Note to Probate Offices: No mortgage tax is due upon the recording of this Amendment. The Mortgage, as amended hereby, constitutes additional security for the Revolving Line of Credit and mortgage tax in aggregate amount of \$2,250 has already been paid in connection therewith (see Mortgage Assignment of Rents and Leases, and Security Agreement recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Book LR200903, Page 18622 and Amendment to Mortgage Assignment of Rents and Leases and Security Agreement recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Book LR201513, Page 4371.

County Division Code: AL040
Inst. # 2019038643 Pages: 1 of 4
I certify this instrument filed on
4/25/2019 11:07 AM Doc: MTG
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$26.00

Clerk: NICOLE

This instrument prepared by
and upon recording return to:
J. Corbitt Tate
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, AL 35203


20190429000141390 1/4 \$25.00
Shelby Cnty Judge of Probate, AL
04/29/2019 03:17:41 PM FILED/CERT

**AMENDMENT TO
FUTURE ADVANCE MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT**

This Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (this "Amendment") dated as of the 11th day of August, 2018, is executed by and between **VULCAN HOLDINGS, L.L.C.**, an Alabama limited liability company, a/k/a Vulcan Holdings, LLC (the "Borrower"), and **COMPASS BANK**, an Alabama banking corporation (the "Lender").

Recitals

WHEREAS, Borrower executed and delivered to Lender that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (as amended from time to time, the "Mortgage") dated May 10, 2005, and recorded in (i) the Office of the Judge of Probate of **Jefferson County**, Alabama as **Instrument Number 200511/3173**, (ii) the Office of the Judge of Probate of **Shelby County**, Alabama as **Instrument Number 20050818000424870**, and (iii) the Office of the Judge of Probate of **Autauga County**, Alabama as **Instrument Number 179501** and in **RLPY Book 2005, Page 8199**, which secures, among other indebtedness, a certain line of credit (the "Line of Credit") extended by Lender to Borrower and Vulcan Oil Company, Inc. ("Vulcan Oil");

WHEREAS, the Line of Credit was originally evidenced by, among other things, a certain Revolving Credit and Security Agreement dated May 10, 2005, between Borrower,

Vulcan Oil and Lender (the "Original Credit Agreement"), and a Promissory Note in the original principal amount of \$250,000 dated May 10, 2005, executed by Borrower and Vulcan Oil to the order of Lender (the "Original Note");

WHEREAS, the Original Credit Agreement has been replaced by that certain Loan and Security Agreement dated March 9, 2009, between Borrower, Vulcan Oil and Lender (as amended, modified, restated, and increased from time to time, the "Replacement Credit Agreement"), and the Original Note has been replaced by that certain Promissory Note dated March 9, 2009, executed by Borrower and Vulcan Oil to the order of Lender in the original principal amount of \$1,000,000 and subsequently increased to \$1,500,000 (as amended, modified, restated and increased from time to time, the "Replacement Note");

WHEREAS, the Borrower and Lender have agreed to amend the Mortgage to reference the increased amount of the Line of Credit, the Replacement Credit Agreement and Replacement Note, as more fully set forth herein.

Agreement

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and Lender agree that the Mortgage is amended as follows:

1. The Mortgage shall be amended and the same hereby is amended as follows:
 - (a) Any and all references to the amount of the Line of Credit are hereby amended to refer to \$1,500,000.00;
 - (b) Any and all references to the Original Note (including the references to the \$250,000 Note in the Mortgage) are hereby amended to refer to the Replacement Note; and
 - (c) Any and all references to the Original Credit Agreement (including the references to the Revolving Credit Agreement in the Mortgage) are hereby amended to refer to the Replacement Credit Agreement.
2. The Mortgage, as amended herein, is hereby affirmed by Borrower in its entirety, including, without limitation, each and every representation, warranty, covenant and agreement made by Borrower therein.
3. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.
4. This document may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute one (1) document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages may be combined into one single document.

[Remainder of this page is blank – signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed and effective as of the day and year first above written, although actually executed on the date or dates reflected below.

BORROWER:

VULCAN HOLDINGS, L.L.C.,
an Alabama limited liability company

By: Todd A. Sitton

Name: Todd A. Sitton

Its: Manager

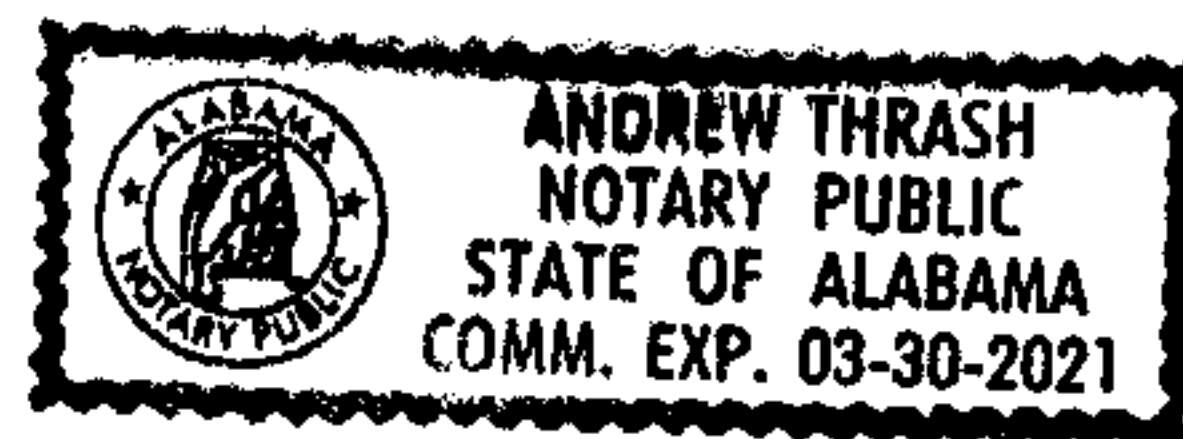
STATE OF Alabama)
COUNTY OF Shelby)

I, Andrew Thrash, a Notary Public in and for said County in said State, hereby certify Todd A. Sitton, whose name as a Manager of **VULCAN HOLDINGS, 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, he, as such manager and with full authority, he executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 26 day of October, 2018.

[Signature]
Notary Public

My Commission Expires: 03-30-2021



20190429000141390 3/4 \$25.00
Shelby Cnty Judge of Probate, AL
04/29/2019 03:17:41 PM FILED/CERT

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed and effective as of the day and year first above written, although actually executed on the date or dates reflected below.

LENDER:

COMPASS BANK,
an Alabama banking corporation

By: [Signature]

Name: Stephen G. Cummings

Title: Vice President

STATE OF Alabama)
COUNTY OF Shelby)

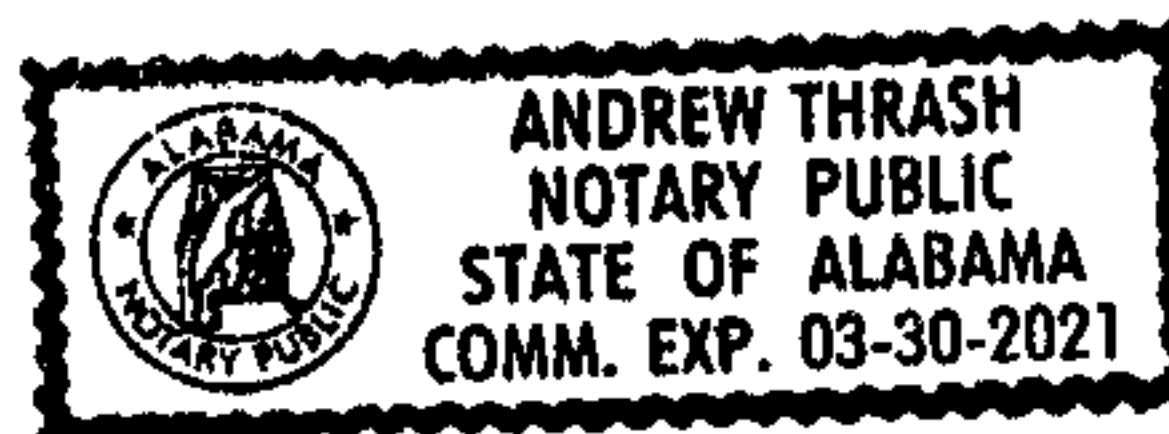
I, Andrew Thrash, a Notary Public in and for said County in said State, hereby certify that Stephen G. Cummings, whose name as Vice President of **COMPASS BANK**, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Vice President and with full authority, he executed the same voluntarily for and as the act of said corporation.


Given under my hand and official seal, this the 26 day of October, 2018.

[Signature]
Notary Public

My Commission Expires: 03-30-2021

STATE OF ALABAMA - JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax
has been collected on this instrument.
[Signature] Judge of Probate
"NO TAX COLLECTED"




20190429000141390 4/4 \$25.00
Shelby Cnty Judge of Probate, AL
04/29/2019 03:17:41 PM FILED/CERT