

NOTE TO PROBATE OFFICE: This amendment increases the indebtedness secured by the documents modified herein from \$205,498.32 to \$305,498.32. Recording tax was paid on the original \$205,498.32. Mortgage recording tax is due on the additional \$100,000.00 upon the recordation hereof.

This instrument prepared by:

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20120820000307740 1/5 \$178.00
Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)

SHELBY COUNTY)

AMENDMENT TO MORTGAGES AND

AMENDMENT TO ASSIGNMENTS OF LEASES AND RENTS

This Amendment to Mortgages and Amendment to Assignments of Leases and Rents (this "Amendment") dated as of the 15th day of July, 2012, is executed by **CROWDER CUSTOM BUILDERS, INC.**, an Alabama corporation (the "Mortgagor"), in favor of **CADENCE BANK, N.A.**, a national banking association (the "Lender"), as mortgagee.

Recitals

1. Mortgagor, Lender and Terry A. Crowder (the "Guarantor") executed a Forbearance Agreement on the date hereof with respect to the Chelsea Loan, as defined in the Forbearance Agreement, and the Bessemer Loan, as defined in the Forbearance Agreement.

2. The Chelsea Loan is secured by the following documents recorded in the Office of the Judge of Probate of Shelby County, Alabama:

- (i) That certain real estate mortgage dated July 12, 2005, executed by the Mortgagor in favor of The Bank, an Alabama banking corporation ("The Bank"), recorded in Instrument Number **20050721000365580** in the Office of the Judge of Probate of Shelby County, Alabama (the "2005 Chelsea Mortgage"), whereby the Borrower granted to The Bank, among other things, a first priority mortgage in certain real property situated in Shelby County, Alabama, as more particularly described in the 2005 Chelsea Mortgage (the "2005 Chelsea Property");
- (ii) That certain assignment of leases and rents dated July 12, 2005, executed by the Mortgagor in favor of The Bank, recorded in Instrument Number **20050721000365590** in the Office of the Judge of Probate of Shelby County, Alabama (the "2005 Chelsea Assignment of Rents"), whereby the Borrower



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granted to The Bank, among other things, a security interest in all of the existing and future leases, rents, issues and profits for the use or occupancy of the 2005 Chelsea Property;

- (iii) That certain real estate mortgage dated November 30, 2006, executed by the Mortgagor in favor of Superior Bank, a federal savings bank ("Superior Bank"), recorded in Instrument Number **20071005000466100** in the Office of the Judge of Probate of Shelby County, Alabama (the "2006 Chelsea Mortgage"), whereby the Borrower granted to Superior Bank, among other things, a first priority mortgage in certain real property situated in Shelby County, Alabama, as more particularly described in the 2005 Chelsea Mortgage (the "2006 Chelsea Property");
- (iv) That certain assignment of leases and rents dated November 30, 2006, executed by the Mortgagor in favor of Superior Bank, recorded in Instrument Number **20071005000466110** in the Office of the Judge of Probate of Shelby County, Alabama (the "2006 Chelsea Assignment of Rents" and together with the 2005 Chelsea Assignment of Rents, the "Chelsea Assignments of Rent"), whereby the Borrower granted to Superior Bank, among other things, a security interest in all of the existing and future leases, rents, issues and profits for the use or occupancy of the 2006 Chelsea Property; and
- (v) That certain real estate mortgage dated May 19, 2010, executed by Mortgagor in favor of Superior Bank, recorded in Instrument Number **20100609000182570** in the Office of the Judge of Probate of Shelby County, Alabama (the "2010 Chelsea Mortgage" and together with the 2005 Chelsea Mortgage and the 2006 Chelsea Mortgage, the "Chelsea Mortgages"), whereby the Borrower granted to Superior Bank, among other things, a first priority mortgage in certain real property situated in Shelby County, Alabama, as more particularly described in the 2010 Chelsea Mortgage (the "2010 Chelsea Property" and together with the 2005 Chelsea Property and the 2006 Chelsea Property, the "Chelsea Property").

3. On or about January 1, 2006, The Bank merged into The Bank, a federal savings bank, which subsequently changed its name to Superior Bank.

4. On April 15, 2011, the Federal Deposit Insurance Corporation (the "FDIC") became the receiver of Superior Bank.

5. Superior Bank, National Association, a national banking association ("Superior National") entered into a certain Purchase and Assumption Agreement dated as of April 15, 2011, whereby Superior National purchased certain assets from the FDIC, as receiver of Superior Bank, including but not limited to the Chelsea Loan and the Bessemer Loan (the "Purchase and Assumption Agreement"). The Purchase and Assumption Agreement is evidenced by, without limitation, that certain assignment of security instruments and other loan documents dated May 15, 2011, recorded in Instrument Number 20110613000173700 in the Office of the Judge of

Probate of Shelby County, Alabama, and in Book LR201161, Page 23396 in the Office of the Judge of Probate of Jefferson County, Alabama.

6. On November 11, 2011, Superior National merged into the Lender.

7. The Mortgagor and Lender have agreed that the Chelsea Mortgages and the Chelsea Assignments of Rent shall be amended as set forth herein.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the Mortgagor agrees with Lender as follows:

1. The Chelsea Mortgages and the Chelsea Assignments of Rent (collectively, the "Security Documents") shall be and the same hereby are amended to provide that the Security Documents secure all obligations of Mortgagor arising out of the Loan Documents (as defined in the Forbearance Agreement), as amended by the Forbearance Agreement.

2. The principal amount secured under the Security Documents shall be increased by One Hundred Thousand and No/100 Dollars (\$100,000.00), as of the date hereof, such that the total indebtedness secured by the Security Documents shall be Three Hundred Five Thousand Four Hundred Ninety-eight and 32/100 Dollars (\$305,498.32). In addition to the obligations secured by the Security Documents as of the date hereof, the Security Documents shall secure the obligations of the Mortgagor under the Bessemer Note and the Chelsea Note (each as defined in the Forbearance Agreement) and the Forbearance Agreement.

3. Any default or event of default under any of the Loan Documents (as defined in the Forbearance Agreement) or the Forbearance Agreement shall be an event of default under the Security Documents, as amended hereby.

4. The Security Documents shall be deemed amended as set forth hereinabove and to the extent necessary to carry out the intent of this Amendment. Except as is expressly set forth herein, the Security Documents shall remain in full force and effect in accordance with its terms.

5. The Security Documents, as amended herein, are hereby restated, republished and affirmed by Mortgagor in their entirety, including, without limitation, each and every representation, warranty, covenant and agreement made by Mortgagor therein.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Mortgages and Amendment to Assignments of Rents and Leases to be executed on the date of the acknowledgment of their signatures below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

MORTGAGOR:

CROWDER CUSTOM BUILDERS, INC.,
an Alabama corporation

By: [Signature]
Its: Pres

STATE OF ALABAMA

COUNTY OF Jefferson

I, Nicholas Holcombe ^{Nicholas} ~~Holcombe~~ a Notary Public in and for said County in said State, hereby certify that Terry A. Crowder, whose name as Terry A. Crowder of **CROWDER CUSTOM BUILDERS, 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 the instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 7th day of August, 2012.

Nicholas Holcombe Nicholas Holcombe
Notary Public

[NOTARY SEAL]

My commission expires: May 2, 2016

Notary Public - Alabama State At Large
My Commission Expires
May 2, 2016

State of Alabama
County of Jefferson
On this 7th day of August 2012
personally appeared before me, [Signature]
☒ whose identity I verified on the basis of AID
☐ who is personally known to me.
☐ whose identity I verified on the oath/affirmation
of a credible witness,
to be the signer of the foregoing document, and he/she
acknowledges that he/she signed it.
Nicholas Holcombe Nicholas Holcombe
Notary Public My Commission Expires: May 2, 2016



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LENDER:

CADENCE BANK, N.A.,
 a National Banking Association

By: William H. Lovell
 Its SVP

Tennessee
 STATE OF ~~ALABAMA~~

COUNTY OF Shelby

I, Jacqueline Dennis, a Notary Public in and for said County in said State, hereby certify that William H. Lovell, whose name as Senior Vice President of CADENCE BANK, N.A., a national banking association, 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 the instrument, he, as such Senior Vice President and with full authority executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal of office this 10th day of August, 2012.

Jacqueline Dennis
 Notary Public

[NOTARY SEAL]

My commission expires: September 2, 2015

