

This instrument prepared by
and upon recording return to:

James L. Webb
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203
205-521-8200

STATE OF ALABAMA)

SHELBY COUNTY)

**FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES
AND SECURITY AGREEMENT**

(Cross Ref: Book Instrument Number 20121219000485810)

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT (this "Amendment") is made and entered into as of the 6 day of August, 2013, by and between **Express Real Estate, LLC**, an Alabama limited liability company (the "Mortgagor"), and **Regions Bank**, an Alabama state banking corporation (the "Mortgagee").

Recitals

A. Mortgagor previously obtained a loan from Mortgagee as evidenced that certain Promissory Note in the original principal amount of \$850,000.00, dated December 19, 2012, made by Mortgagor in favor Mortgagee (as amended from time to time, the "Original Note").

B. The Original Note is secured by, inter alia, that certain Mortgage, Assignment of Leases and Security Agreement dated as of December 19, 2012, made by Mortgagor in favor of Mortgagee, and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 20121219000485810 (the "Mortgage").

C. The Mortgagor has this day made that certain Promissory Note (Increased, Amended and Restated) of even date herewith, in the original principal amount of \$1,022,419.00, to the order of Mortgagee (the "Increased Note"), which Increased Note evidences the indebtedness of the Original Note plus additional indebtedness of \$172,419.00 (the "Future Advance").

E. The Mortgagor and the Mortgagee have agreed that the terms of the Mortgage be renewed and amended as described herein, and that the Mortgage, as renewed and amended hereby, shall secure the Increased Note. The Mortgagor acknowledges that the execution of this

Amendment confers a real and substantial benefit upon Mortgagor and further acknowledges that it is supported by good and valuable consideration.

Agreement

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the recitals hereinabove set forth which are an integral part of this Agreement and not mere recitals thereto, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Recitals. The foregoing recitals are true and correct.
2. Notice of Future Advance. This Amendment serves as notice that Mortgagee has advanced or will advance to Mortgagor the Future Advance, as evidenced by the Increased Note. The total maximum principal indebtedness owed by the Mortgagor to the Mortgagee and secured by the Mortgage is \$1,022,419.00. All persons shall take notice of the Future Advance and the indebtedness now secured by the Mortgage.
3. Modification of Mortgage. The Mortgagee and the Mortgagor hereby modify and amend the Mortgage in order to provide that the Mortgage shall secure the entire indebtedness evidenced by the Increased Note, together with interest thereon, and any and all other sums due or which may become due from the Mortgagor to the Mortgagee thereunder. The term "Note" as used in the Mortgage is hereinafter deemed to refer to the Increased Note.
4. No Novation. It is the intent of the parties hereto that the transaction contemplated hereby shall not be a novation of the loan previously made by the Mortgagee to the Mortgagor and will not affect the lien priority of the Mortgage.
5. Ratification. The Mortgagor ratifies and confirms the lien and security interests of the Mortgage upon and in any and all property, real, personal or mixed, tangible or intangible, now or hereafter encumbered by the Mortgage and grants to the Mortgagee the benefit of a lien upon and security interest in all such property as security for the indebtedness evidenced by the Note.
6. Acknowledgment of Mortgagor. The Mortgagor acknowledges by the execution hereof that as of the date hereof all principal and interest evidenced by the Increased Note through the date of this Amendment are unconditionally due and owing to the Mortgagee as provided in the Increased Note, and that the Mortgagor has no actions, defenses, demands and/or claims of set-off or deduction whatsoever, against (i) the Mortgagee, or (ii) the indebtedness evidenced by the Note and owed to the Mortgagee. Furthermore, the Mortgagor acknowledges that, to its knowledge, as of the date hereof, the Mortgagee has in no way defaulted or performed any act or omission under the Increased Note, the Mortgage or any other agreements between the Mortgagor and the Mortgagee which would give rise to any action or actions, cause or causes of action, suits, debts, sums of money, damages, claims, costs, expenses and/or demands whatsoever, in law or in equity or otherwise, by the Mortgagor against the Mortgagee.

7. Indemnification. The Mortgagor indemnifies and agrees to defend and hold the Mortgagee harmless against any and all mortgage tax and other recording taxes, if any, imposed on the Mortgagee by virtue of its execution of this Amendment or its ownership of the Increased Note or the Mortgage, including any and all penalties, interest and attorneys' fees incurred by the Mortgagee in connection therewith, and the Mortgagor agrees to pay any and all such taxes due hereunder within fifteen (15) days after receipt by Mortgagor of notice thereof. In the event of a failure by the Mortgagor to pay such taxes upon demand and should the Mortgagee elect to pay the same, the same shall be deemed an event of default by the Mortgagor, and all such charges shall be secured by the lien of the Mortgage and shall bear interest at the default rate provided in the Increased Note from the date of advance by the Mortgagee until paid by the Mortgagor. The provisions of this paragraph shall survive repayment of the Increased Note and the satisfaction of the Mortgage so long as a claim may be asserted by the State of Alabama or any of its agencies.

8. Binding Effect; Governing Law. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Amendment shall be governed under the laws of the State of Alabama.

9. Ratification. Except as expressly modified hereby, the terms and conditions of the Mortgage shall remain in full force and effect and are hereby ratified and confirmed.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one and the same instrument.


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, Mortgagor and Mortgagee have each caused this instrument to be executed by its respective duly authorized representative, as of the date first written above.

EXPRESS REAL ESTATE, LLC

By: 
Name: Richard A. Brooks
Title: Manager

REGIONS BANK

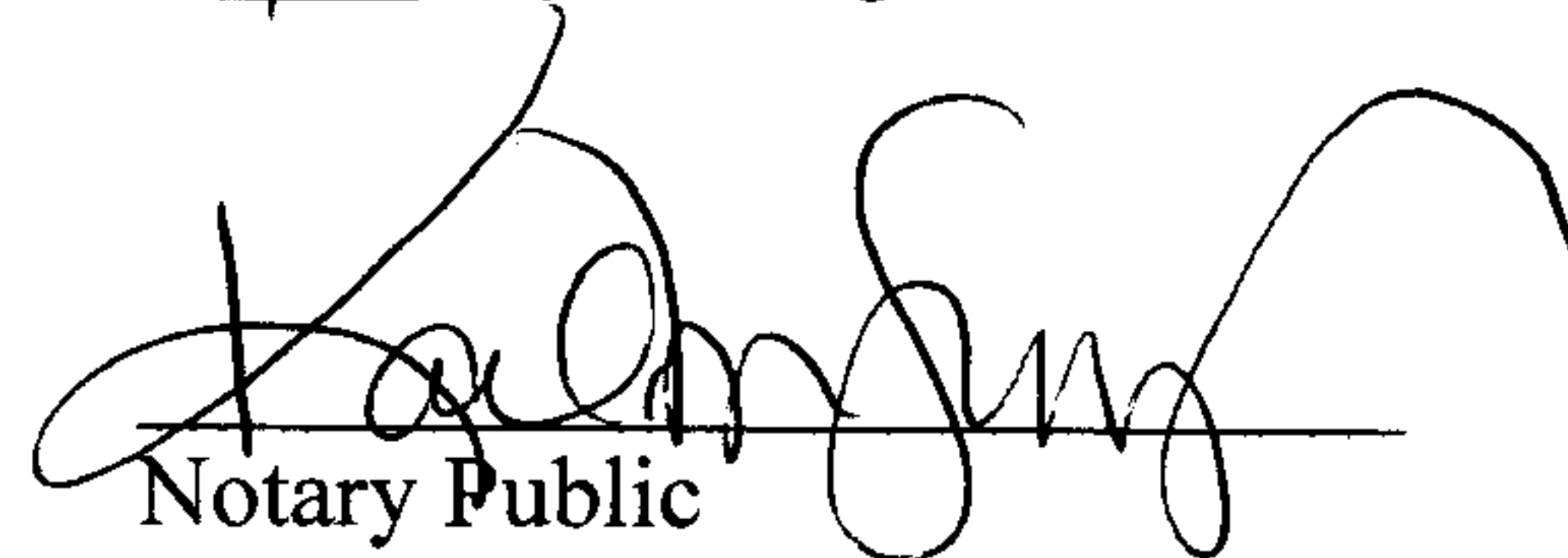
By: 
Name: Dan H. Bundy
Title: Senior Vice President

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard A. Brooks, whose name as Manager of Express Real Estate, LLC, 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, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 6 day of August, 2013.


Notary Public

AFFIX SEAL

My commission expires: 07-12-2016


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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dan H. Bundy, whose name as Senior 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, 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 the 7th day of August, 2013.



Notary Public

AFFIX SEAL

My commission expires: _____ MY COMMISSION EXPIRES APRIL 3, 2014