


STATE OF ALABAMA
SHELBY COUNTY


20131009000404830 1/6 \$57.05
Shelby Cnty Judge of Probate, AL
10/09/2013 11:27:14 AM FILED/CERT

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

THIS AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "**Mortgage**") executed on August 23, 2013, by CCCD INVESTMENTS, LLC, an Alabama limited liability company, and YOUR CO., INC., an Alabama corporation (hereinafter jointly, severally and collectively the "**Mortgagor**") in favor of SOUTHERN STATES BANK, whose address is 7 Office Park Circle, Birmingham, Alabama 35223 (hereinafter "**Lender**").

WHEREAS, the Mortgage was recorded August 27, 2013, as Instrument No. 20130827000350550 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto (the "**Mortgaged Property**").

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$701.25 was paid.

WHEREAS, the Mortgage secured a promissory note executed by Mortgagor in the original principal amount of \$467,500.00 dated August 23, 2013 (the "**Note**") and all extensions, modifications, amendments and renewals thereof.

WHEREAS, proceeds from the Note were used for the acquisition of the Mortgaged Property and any improvements located thereon; and

WHEREAS, Borrower has requested Lender to lend an additional \$18,700.00 for the construction and improvement of the Mortgaged Property, and Lender is agreeable to making such loan, provided Mortgagor, among other things enters into this Amendment, and cause this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Lender to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

1. **Increase of Obligations Secured.** Henceforth the Mortgage shall specifically secure not only the \$467,500.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$18,700.00 made in connection herewith to Borrower, and all the interest thereon. The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$467,500.00 Note executed on August 23, 2013, together with all interest thereon, and all extensions and renewals thereof, but also the \$18,700.00 advance or loan being made in connection herewith, along with all interest thereon, and all extensions, and renewals thereof.

NOTES TO CLERK: (1) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE IS HEREBY INCREASED BY AN AMOUNT EQUAL TO EIGHTEEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$18,700.00); (2) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE, AS AMENDED HEREBY, IS FOUR HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$486,200.00); AND (3) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20130827000350550 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

2. **Amendments.** In addition hereto, Mortgagor further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited:

(a) **Books and Records.** Lender and Mortgagor hereby agree to amend Section 34 of the Mortgage so that Mortgagor's obligations with respect to Books and Records shall be the same as required in the Loan Agreement delivered by Mortgagor to Lender on the same date hereof.

3. **Further Action.** Mortgagor hereby agrees and directs Lender to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

4. **Continuing Validity.** All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not a novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 13th day of September, 2013.

CCCD INVESTMENTS, LLC, an
Alabama limited liability company

BY: _____

Brent Chapple, Member

BY: _____

Stewart Duckworth, Member

BY: _____

Brad Coleman, Member

BY: _____

Lee Cobb, Member

YOUR CO., INC.

By: _____

Print Name: Lee Cobb

Title: President

[ACKNOWLEDGEMENTS CONTAINED ON FOLLOWING PAGE.]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lee Cobb, whose name as President of YOUR CO., 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 said instrument, he/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 13th day of September, 2013.



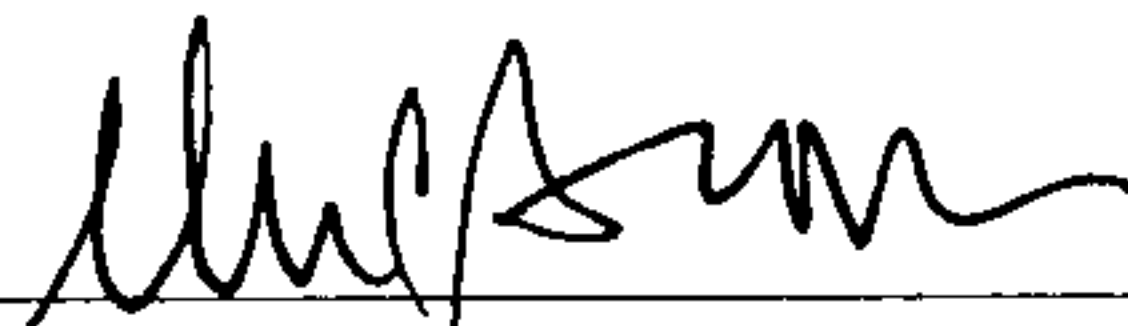
NOTARY PUBLIC

My Commission Expires: 12/14/2014

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brent Chapple, Stewart Duckworth, Brad Coleman, and Lee Cobb, whose names as Members of CCCD INVESTMENTS, LLC, an Alabama limited liability company, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such members, and with full authority, executed the same voluntarily, as an act of said company, acting in their capacity as aforesaid.

Given under my hand and official seal, this the 13th day of September, 2013.




NOTARY PUBLIC

My Commission Expires: 12/14/2016

[LENDER'S CONSENT CONTAINED ON FOLLOWING PAGE.]

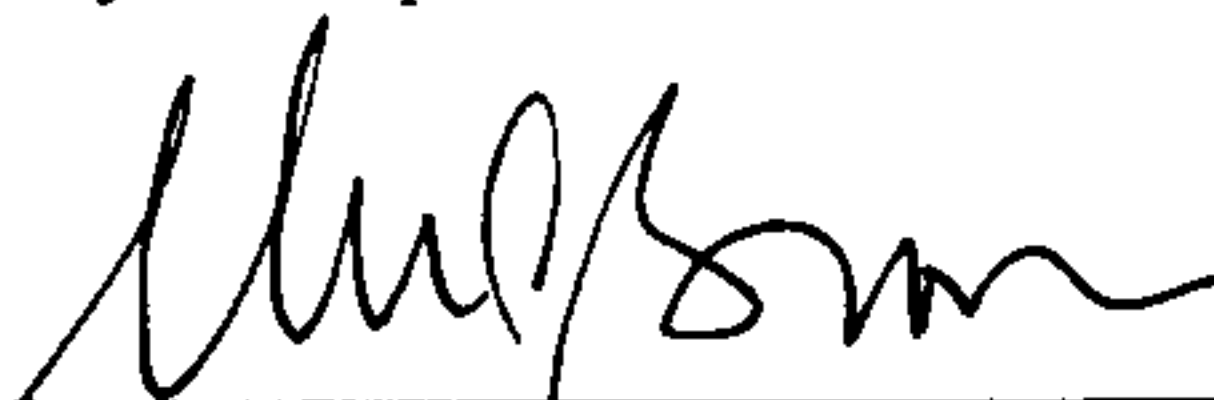
SOUTHERN STATES BANK

By: 
Name: Scott Jenkins
Title: SVP

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Scott Jenkins, whose name as Sr. Vice President of the SOUTHERN STATES 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/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 13th day of September, 2013.


NOTARY PUBLIC
My Commission Expires: 12/14/2016

THIS INSTRUMENT PREPARED BY:
William C. Brown
ENGEL, HAIRSTON & JOHANSON, P.C.
P.O. Box 11405
Birmingham, Alabama 35202
(205)328-4600

[D-7493]

EXHIBIT "A"

Parcel I

A parcel of land located in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 25; thence South 00 degrees 00 minutes 00 seconds West along the Section line a distance of 305.77 feet; thence North 88 degrees 47 minutes 10 seconds West a distance of 154.47 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 40.75 feet; thence North 88 degrees 47 minutes 10 seconds West a distance of 233.99 feet to a point; said point lying on the Easterly right of way of McCain Parkway, said point also being the beginning of a nontangent curve to the left, having a radius of 302.04 feet, a central angle of 18 degrees 09 minutes 32 seconds and subtended by a chord which bears North 05 degrees 57 minutes 12 seconds East and a chord distance of 95.33 feet; thence along the arc of said curve and said right of way a distance of 95.73 feet to a point, said point being the beginning of a compound curve, having a radius of 302.04 feet, a central angle of 05 degrees 46 minutes 20 seconds and subtended by a chord which bears North 06 degrees 00 minutes 44 seconds West and a chord distance of 30.42 feet; thence along the arc of said curve and said right of way a distance of 30.43 feet; thence North 08 degrees 53 minutes 54 seconds West and along said right of way a distance of 142.31 feet; thence South 88 degrees 44 minutes 30 seconds East and leaving said right of way a distance of 403.78 feet to the point of beginning, Shelby County, Alabama.

Parcel II

A portion of Parcel I above further described as:

A parcel of land located in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 25; thence South 00 degrees 00 minutes 00 seconds West along the Section line a distance of 305.77 feet; thence North 88 degrees 47 minutes 10 seconds West a distance of 154.47 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 40.75 feet; thence North 88 degrees 47 minutes 10 seconds West a distance of 233.99 feet to a point; said point lying on the Easterly right of way of McCain Parkway, said point also being the beginning of a nontangent curve to the left, having a radius of 302.04 feet, a central angle of 18 degrees 09 minutes 32 seconds and subtended by a chord which bears North 05 degrees 57 minutes 12 seconds East and a chord distance of 95.33 feet; thence along the arc of said curve and said right of way a distance of 95.73 feet to a point, said point being the beginning of a compound curve, having a radius of 302.04 feet, a central angle of 05 degrees 46 minutes 20 seconds and subtended by a chord which bears North

06 degrees 00 minutes 44 seconds West and a chord distance of 30.42 feet; thence along the arc of said curve and said right of way a distance of 30.43 feet; thence North 08 degrees 53 minutes 54 seconds West and along said right of way a distance of 142.31 feet; thence South 88 degrees 44 minutes 30 seconds East and leaving said right of way a distance of 403.78 feet to the point of beginning, Shelby County, Alabama.

Less and Except:

A parcel of land located in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 25; thence South 00 degrees 00 minutes 00 seconds West along the Section line a distance of 305.77 feet; thence North 88 degrees 47 minutes 10 seconds West a distance of 154.47 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 40.75 feet; thence North 88 degrees 47 minutes 10 seconds West a distance of 233.99 feet to a point; said point lying on the Easterly right of way of McCain Parkway, said point also being the beginning of a nontangent curve to the left, having a radius of 302.04 feet, a central angle of 18 degrees 09 minutes 32 seconds and subtended by a chord which bears North 05 degrees 57 minutes 12 seconds East and a chord distance of 95.33 feet; thence along the arc of said curve and said right of way a distance of 95.73 feet to a point, said point being the beginning of a compound curve, having a radius of 302.04 feet, a central angle of 05 degrees 46 minutes 20 seconds and subtended by a chord which bears North 06 degrees 00 minutes 44 seconds West and a chord distance of 30.42 feet; thence along the arc of said curve and said right of way a distance of 30.43 feet; thence North 08 degrees 53 minutes 54 seconds East and along said right of way a distance of 142.31 feet; thence South 88 degrees 44 minutes 30 seconds East and leaving said right of way a distance of 403.78 feet to the point of beginning, Shelby County, Alabama.