

**Note to recording office regarding amount of Mortgage Tax:** No privilege tax is due upon the recording of this Agreement. This Agreement constitutes additional security for the Note and privilege tax has already been paid on the principal amount of indebtedness secured thereby. This Agreement amends the Mortgage so that it now secures two debts: the "Note" and the "Highway 70 Properties Note" (as defined herein). The Note evidences a debt in the original principal amount of \$615,213.50. This debt is secured by that Real Estate Mortgage dated March 23, 2010, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Document Number 20100514000152890, upon which privilege tax in the amount of \$957.95 was paid at recording. The Highway 70 Properties Note evidences a debt in the amount of \$261,592.72. This debt is secured by that Real Estate Mortgage dated April 8, 2010, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Document Number 20100510000146780, upon which privilege tax in the amount of \$427.40 was paid at recording.

**THIS INSTRUMENT PREPARED BY:**

Jonathan R. Grayson  
Balch & Bingham LLP  
1901 Sixth Avenue North, Suite 1500  
Birmingham, Alabama 35203

20131118000452090 1/5 \$28.00  
Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA )

COUNTY OF SHELBY )

**AMENDMENT TO MORTGAGE**

This Amendment to Mortgage (this "Agreement"), is made the 13<sup>th</sup> day of November, 2013, by and between LIMESTONE PROPERTIES, LLC, an Alabama limited liability company ("Mortgagor"), and FIRST UNITED SECURITY BANK, an Alabama banking corporation ("Mortgagee").

**RECITALS:**

**WHEREAS**, Mortgagor is the maker of a certain \$615,213.50 promissory note dated March 23, 2010 payable to the order of Mortgagee, as subsequently increased to \$615,378.06 (as amended, the "Note"), which evidences a certain \$615,213.50 loan from Mortgagee to Mortgagor, as subsequently increased to \$615,378.06 (as amended, the "Loan");

**WHEREAS**, the Loan is secured by, without limitation, that Real Estate Mortgage executed by Mortgagor for the benefit of Mortgagee dated March 23, 2010, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 20100514000152890 (the "Mortgage"), whereby Mortgagor granted Mortgagee a mortgage on certain property as more particularly described therein (the "Property");

**WHEREAS**, Mortgagor and Mortgagee desire to amend the Mortgage to (i) secure the obligations of Mortgagor and Highway 70 Properties, LLC, an Alabama limited liability company



("Highway 70 Properties"), and (ii) remove the maximum obligation limit of \$615,213.50, as set forth on Page 2 of the Mortgage.

**NOW THEREFORE**, for and in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of Ten and No/100 Dollars (\$10.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The definition of "Secured Debt" in the Mortgage shall be amended to include the indebtedness evidenced by that certain \$261,592.72 promissory note dated April 8, 2010, executed by Highway 70 Properties and payable to the order of Mortgagee (as amended, the "Highway 70 Note", and together with the Note, the "Notes"). The Mortgage shall now secure all amounts owed to Mortgagee by Mortgagor or Highway 70 Properties under the Notes. Additionally, the Mortgage shall also secure all renewals, extensions, and modifications of the Notes and all refinancings of any part of the Notes and any and all other additional indebtedness of Mortgagor or Highway 70 Properties to Mortgagee, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications, and/or refinancings thereof, and whether incurred or given as maker, endorser, guarantor, or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge, or otherwise, including all obligations incurred by Mortgagor or Highway 70 Properties under any agreement between either of them and Mortgagee or any affiliate of Mortgagee, whether now existing or hereafter entered into, which provides for an interest rate currency, equity, credit or commodity swap, cap, floor or collar, spot or foreign currency exchange transaction, cross currency rate swap, currency option, any combination of, or option with respect to, any of the foregoing or similar transactions, for the purpose of hedging Mortgagor's or Highway 70 Properties' exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio, or loan valuations or commodity prices.

2. The maximum obligation limit of \$615,213.50 shall be and hereby is removed. The Mortgage shall serve as security for all obligations of Mortgagor or Highway 70 Properties to the full extent of said obligations.

3. Notwithstanding anything to the contrary contained in the Mortgage, the Note, or any of the related loan documents, if Mortgagor is in default under the Mortgage for any reason, Mortgagee shall not be obligated to notify Mortgagor of such default and Mortgagor shall not be entitled to cure such default. Should an Event of Default occur under the Mortgage, the Notes, or any of the related loan documents, Mortgagee shall be entitled, without notice or any cure period, to immediately accelerate all indebtedness owed by Mortgagor to maturity and exercise all rights available at law, in equity, or as provided by the Mortgage, the Notes, or any of the related loan documents. Any notice requirement or cure period in the Mortgage is hereby removed.

4. The Mortgage is hereby ratified and reaffirmed by Mortgagor and Mortgagee with the changes included herein. Nothing herein invalidates or shall impair or release any covenant, condition, agreement, or stipulation in the Mortgage, and the same, except as modified herein, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions, and stipulations of the Note, as applicable, and the other loan documents that are secured by the Mortgage, as the same may have been continued, modified, and/or amended from time to time,.

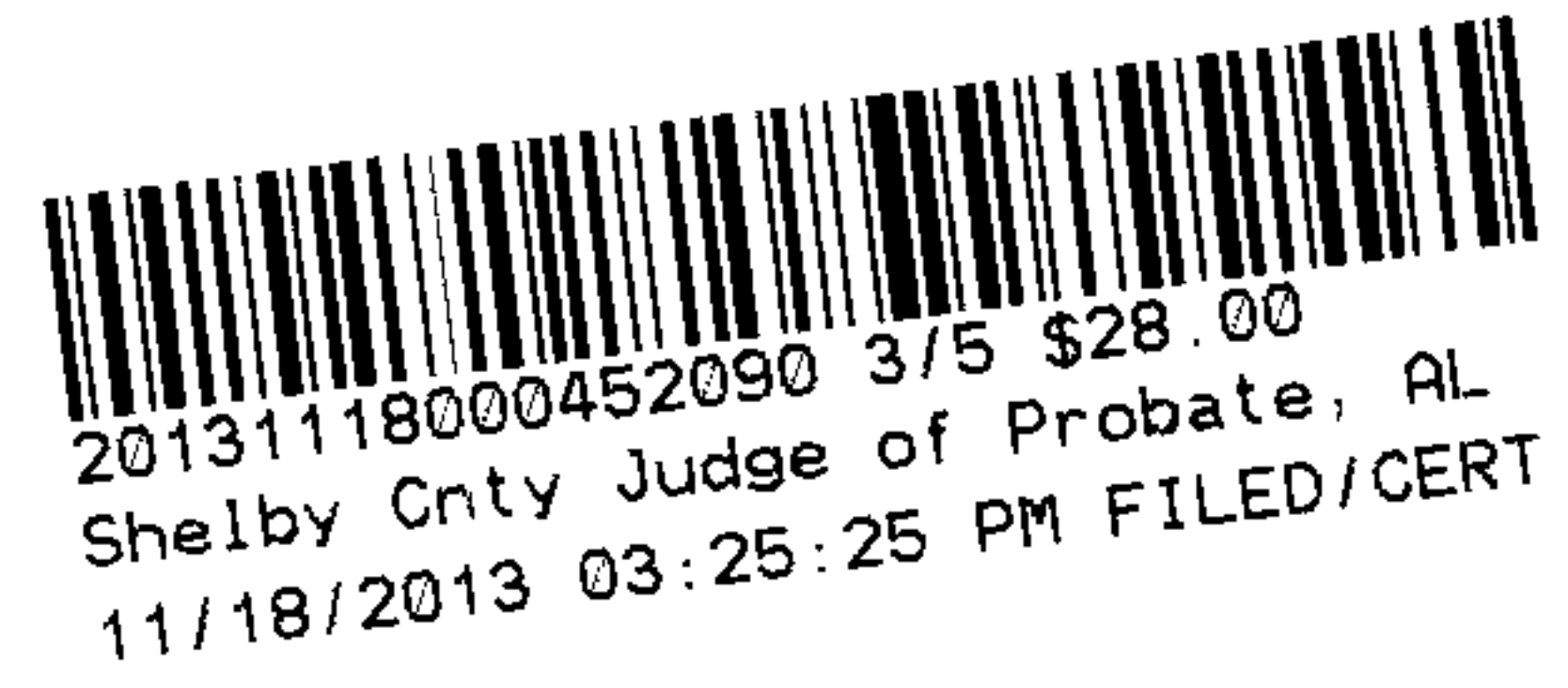
3. All of Mortgagee's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

4. Notwithstanding the foregoing, this Agreement shall be binding and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

5. This Agreement embodies and constitutes the entire understanding with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one and the same agreement.

*[remainder of page is blank; signature pages follow]*





**MORTGAGOR:**

**LIMESTONE PROPERTIES, LLC**  
**An Alabama Limited Liability Company**

By: *Randy Goodwin*  
Name: Randy Goodwin  
Its: MEMBER

STATE OF ALABAMA

COUNTY OF Shelby


I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Randy Goodwin, whose name as Member of Limestone Properties, LLC, an Alabama limited liability company, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal this 13<sup>th</sup> day of November, 2013.

(NOTARIAL SEAL)

*[Signature]*  
Notary Public

My Commission Expires: 5-13-2017

  
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**MORTGAGEE:**

**FIRST UNITED SECURITY BANK**  
**An Alabama Banking Corporation**

By: Matthew Morris

Name: Matthew Morris

Its: vice president

STATE OF ALABAMA

COUNTY OF Shelby


I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Matthew Morris, whose name as vice president of First United Security Bank, an Alabama banking corporation, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal this 13<sup>TH</sup> day of NOVEMBER, 2013.

(NOTARIAL SEAL)

Frank B. [Signature]  
Notary Public

My Commission Expires: 3/8/2017

  
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