

20140512000142690 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
05/12/2014 01:45:22 PM FILED/CERT


20140508000409680 1/4
Bk: LR201413 Pg:5931
Jefferson County, Alabama
onl certify this instrument filed
05/08/2014 11:34:45 AM MTG
Judge of Probate- Alan L. King

NOTE TO PROBATE JUDGE: This modification is filed to amend the Mortgage, Assignment of Rents and Leases and Security Agreement dated October 26, 2011, and recorded in Instrument #20111028000324180 (Parcel I) in the Office of the Judge of Probate of Shelby County, Alabama; and recorded in Land Record 201108, Page 12756 (Parcel II) in the Office of the Judge of Probate of Jefferson County, Alabama; and recorded in Book 2011, Page 30820 (Parcel III), in the Office of the Judge of Probate of St. Clair County, Alabama, to make an additional advance under the Mortgage. Nothing contained herein changes the maturity date of the Mortgage.

**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 October 26, 2011 by **MCCULLOUGH SNAPPY SERVICE OIL CO., INC.**, a Delaware corporation (hereinafter "Borrower") in favor of **IBERIABANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument #20111028000324180 (Parcel I) in the Office of the Judge of Probate of Shelby County, Alabama, in Land Record 201108, Page 12756 (Parcel II) in the Office of the Judge of Probate of Jefferson County, Alabama, and recorded in Book 2011, Page 30820 (Parcel III) in the Office of the Judge of Probate of St. Clair County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$2,275,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$3,412.50 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$436,364.74, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

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

- 1) Henceforth the Mortgage shall specifically secure not only the

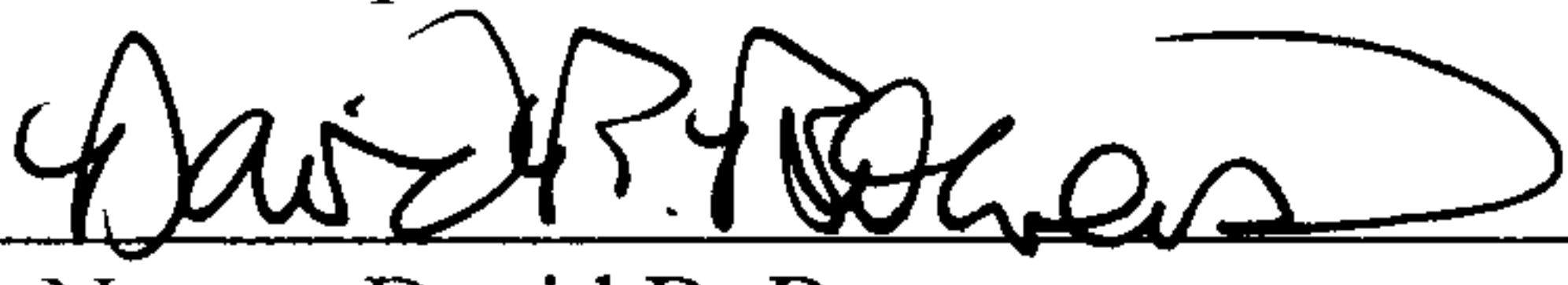
\$2,275,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$436,364.74 made in connection herewith to Borrower, and all the interest thereon.

2) The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$2,275,000.00 Note executed on October 26, 2011, and all interest thereon, and all extensions and renewals thereof, but also the \$436,364.74 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 7th day of May, 2014.


MCCULLOUGH SNAPPY SERVICE OIL CO., INC., a
Delaware corporation

By: 
Print Name: David B. Bowers
Title: Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David B. Bowers, whose name as Vice President of MCCULLOUGH SNAPPY SERVICE OIL CO., INC., a Delaware 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, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 6th day of May, 2014.


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NOTARY PUBLIC

My Commission Expires: 1/18/15

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:**

Colin House

ENGEL HAIRSTON & JOHANSON, P.C.

4th Floor, 109 North 20th Street

Birmingham, Alabama 35203

(205) 328-4600

D-6725

EXHIBIT A

PARCEL I:

Being Lot 1, in Airport Plaza, as recorded in Map Book 19, Page 36, in the Probate Office of Shelby County, Alabama.

PARCEL II:

A part of the Northwest Quarter of the Northeast Quarter of Section 23, Township 14 South, Range 3 West, situated in Jefferson County, Alabama, more particularly described as follows:

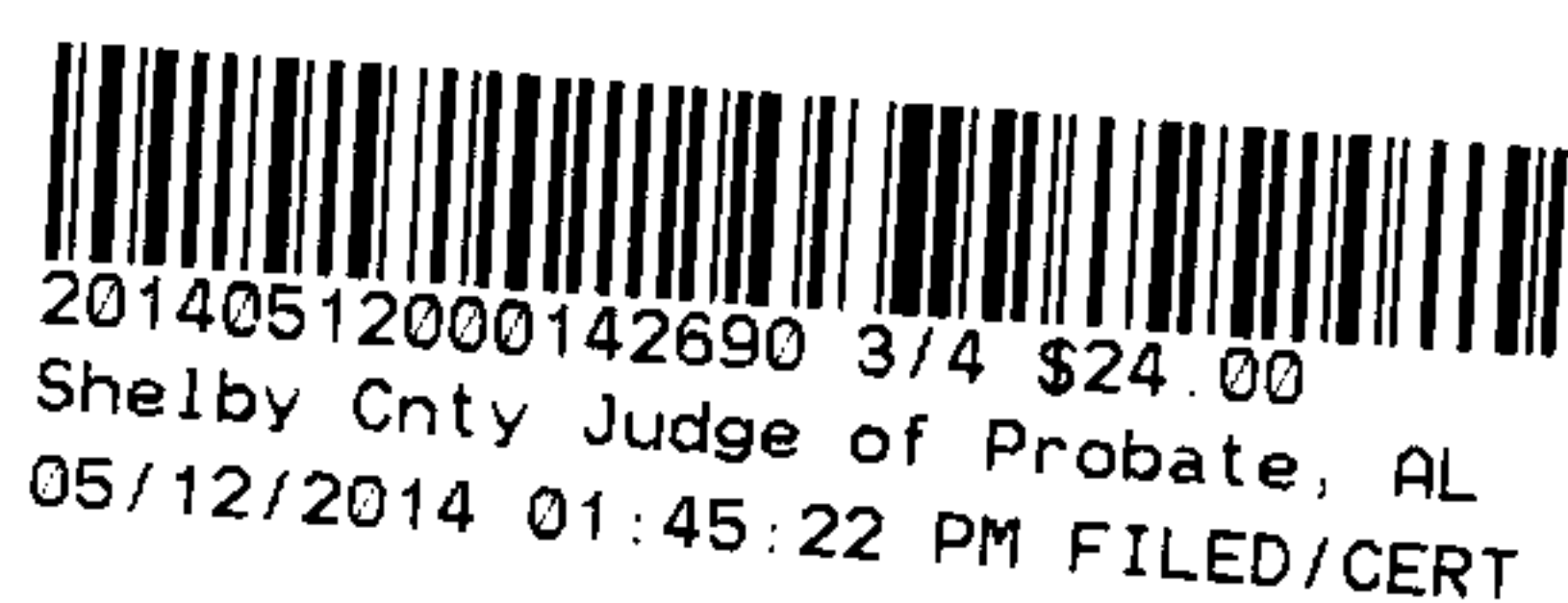
Commence at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 23, Township 14 South, Range 3 West, and run North along the West line thereof for 643.7 feet to the Southerly right of way line of Cane Creek Road; thence 96 degrees, 33 minutes, 52 seconds right and run East along said right of way for 20.13 feet to the point of beginning; thence continue along the last described course and along said right of way for 210.0 feet; thence 83 degrees, 26 minutes, 08 seconds right and run South for 208.71 feet; thence 96 degrees, 33 minutes, 52 seconds right and run West for 210.0 feet; thence 83 degrees, 26 minutes, 08 seconds right and run North for 208.71 feet to the point of beginning.

PARCEL III:

From the Southeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 16 South, Range 3 East, go North 0 degrees, 16 minutes, 17 seconds West 89.56 feet for the point of beginning; thence South 74 degrees, 51 minutes, 00 seconds East 201.4 feet; thence North 05 degrees, 47 minutes, 48 seconds West 479.41 feet; thence South 34 degrees, 12 minutes, 24 seconds West 199.75 feet; thence South 81 degrees, 56 minutes, 48 seconds West 264.83 feet to the Southeast right of way of Eden Cut Off Road; thence left 135.7 feet along an arc of a curve which has a delta angle of 5 degrees, 39 minutes, 16 seconds and a radius of 1,375 feet, and a chord bearing of South 24 degrees, 05 minutes, 45 seconds West; thence South 68 degrees, 59 minutes, 52 seconds East 200.79 feet to a point; thence South 74 degrees, 46 minutes, 52 seconds East for 99.96 feet to the point of beginning. Lying in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 16 South, Range 3 East, St. Clair County, Alabama.

SUBJECT TO:

- i) Taxes and assessments for the year 2014 and all subsequent years;
- ii) 100 foot Alabama Power Company right of way as shown on recorded map (PARCEL I);
- iii) Notes as set out on map recorded in Map Book 19, Page 36 (PARCEL I);
- iv) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to



persons or property as a result of the exercise of such rights as recorded in Real Volume 352, Page 805 and Instrument #1994-34705 (PARCEL I);

- v) Restrictions appearing of record in Instrument #1994-34705 (PARCEL I);
- vi) Right of Way granted to Southern Natural Gas Corporation as recorded in Volume 36, Page 541, Volume 37, Page 155 and Volume 50, Page 61 (PARCEL I);
- vii) Right of Way granted to Alabama Power Company by instrument(s) recorded in Instrument #1996-4172 and Instrument #1999-12700 (PARCEL I);
- viii) Right of Way to the City of Calera and Calera Water Board as recorded in Instrument #1997-13080 (PARCEL I);
- ix) Restrictive Covenants as recorded in Real Volume 3730, Page 704 (PARCEL II);
- x) Restated and Revised Restrictive Covenants as recorded in Instrument No. 9406/1263 (PARCEL II);
- xi) Rights, interests, roads and right of way with regard to fireclay conveyed to Dixie Fire Brick Co. as recorded in Volume 3708, Page 299 (PARCEL II)
- xii) Right of Way granted to Alabama Power Company by instrument(s) recorded in Volume 5340, Page 452; Volume 5340, Page 480; Volume 5350, Page 30; Volume 5355, Page 187, and Real Volume 184, Page 797 (PARCEL II)
- xiii) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Volume 62, Page 23 (PARCEL II);
- xiv) Right of Way granted to St. Clair County as recorded in Volume 40, Page 3 and Volume 40, Page 5 (PARCEL III);
- xv) Right of Way to American Telephone & Telegraph as Volume 26A, Page 17 (PARCEL III);
- xvi) Right of Way granted to Alabama Power Company by instrument(s) recorded in Volume 530, Page 543 (PARCEL III);
- xvii) Right of Way granted to Albert Morrow in Book 81, Page 933 (PARCEL III);
- xviii) Restrictions appearing of record in Book 224, Page 161 (PARCEL III);
- xix) Memorandum of Lease with Subway Real Estate Corp. as recorded in Instrument No. 200513/2489 (Parcel II); and
- xx) Coal, oil, gas and mineral and mining rights which are not owned by Mortgagor.

distribution form complete
Jefferson County 33.24%
Shelby County 36.73%
St. Clair County 30.03%

20140508000409680 4/4
Bk: LR201413 Pg:5931
Jefferson County, Alabama
05/08/2014 11:34:45 AM MTG
Fee - \$25.00
Mortgage Tax -\$654.60
Total of Fees and Taxes-\$679.60
CRONANL

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