


Prepared By,  
And After Recording, Return To:  
Burr & Forman LLP  
171 17<sup>th</sup> Street NW, Suite 1100  
Atlanta, GA 30363  
Attn: Erin Ward

  
20140724000226670 1/4 \$323.00  
Shelby Cnty Judge of Probate, AL  
07/24/2014 08:58:44 AM FILED/CERT

**NOTE TO RECORDER:** Alabama recording privilege tax under Section 40-22-2 of the Code of Alabama (1975), as amended, in the amount of \$3965.00 was paid upon recording of the original mortgage described below securing an original principal indebtedness of \$2,550,000.00. This Amendment evidences new principal indebtedness secured by such mortgage of \$200,000.00. As a result of such new principal amount secured, Alabama recording privilege tax in the amount of \$300.00 is being paid in connection with the recording of this Amendment in the Office of the Judge of Probate of Shelby County, Alabama.

**MODIFICATION OF MORTGAGE WITH ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FINANCING STATEMENT**

THIS MODIFICATION (this "Modification") is entered into as of July 17, 2014, by and between **HOWARD BROTHERS INVESTMENTS, LLLP**, a Georgia limited liability limited partnership ("Borrower"), and **ATLANTIC CAPITAL BANK**, a Georgia banking corporation ("Lender").

**RECITALS**

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Mortgage with Assignment of Rents, Security Agreement and Financing Statement dated as of December 18, 2009, executed by Borrower, as mortgagor and debtor, in favor of Lender, as mortgagee and secured party, and recorded on December 28, 2009, in Instrument # 20091228000470950 of the Office of the Judge of Probate of Shelby County, Alabama ("Mortgage").

B. The Mortgage secures, among other things, the principal and interest evidenced by certain Revolver Note dated December 18, 2009 in the stated principal amount of TWO MILLION FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,550,000.00), executed and delivered by

Borrower, and made payable to the order of Lender, bearing interest as therein specified, and any and all modifications (including any increases of principal), extensions, renewals, restatements, consolidations, replacements, and supplements thereof (the "Existing Note"); the current principal balance of the Existing Note is \$2,269,170.40.

C. Pursuant to that certain Fifth Amendment Agreement of even date herewith by and among Borrower and Lender (the "Fifth Amendment"), the parties thereto have agreed to (i) convert the current outstanding principal balance of the Existing Note to a term loan as evidenced by an Amended and Restated Note of even date herewith (the "Amended Note"), and (ii) establish a new revolving credit facility not to exceed \$200,000.00 (the "New Revolving Facility").


D. Borrower and Lender have agreed to amend the Mortgage (i) to confirm that the indebtedness evidenced by the Amended Note remains secured by the Mortgage, and (ii) to reflect the New Revolving Facility as secured thereby.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Borrower and Lender agree that the Mortgage is amended so that all references to the "Note" shall henceforth refer to both of the following, collectively: (i) that certain Revolver Note of even date herewith in the stated principal amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), executed and delivered by Borrower, and made payable to the order of Lender, bearing interest as therein specified, and secured by, among other things, the Mortgage, as amended, and any and all modifications (including any increases of principal), extensions, renewals, restatements, consolidations, replacements, and supplements thereof; and (ii) that certain Amended and Restated Note of even date herewith in the stated principal amount of TWO MILLION TWO HUNDRED SIXTY-NINE THOUSAND ONE HUNDRED SEVENTY AND 40/100 DOLLARS (\$2,269,170.40), executed and delivered by Borrower, and made payable to the order of Lender, bearing interest as therein specified, and secured by, among other things, the Mortgage, as amended, and any and all modifications (including any increases of principal), extensions, renewals, restatements, consolidations, replacements, and supplements thereof. In addition, all references to the "Loan Documents" in the Mortgage shall henceforth refer to such Loan Documents as amended by the Fifth Amendment and as the Loan Documents might hereafter be amended, extended, restated, replaced, or consolidated pursuant to the applicable provisions thereof.

2. The real property and the whole thereof described in the Mortgage shall remain subject to the security title, lien, charge or encumbrance of the Mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the security title, liens, charges or encumbrances of the Mortgage, or the priority thereof over other security title, liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said real estate term note and/or the Mortgage.

3. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

  
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IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed under seal as of the day and year first above written.

**BORROWER:**

**HOWARD BROTHERS INVESTMENTS, LLLP,**  
a Georgia limited liability limited partnership

By: Howard Brothers Management Company LLC,  
a Georgia limited liability company  
Its sole General Partner

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By: James W. Howard, Jr.  
James W. Howard, Jr.  
President

**Address:**

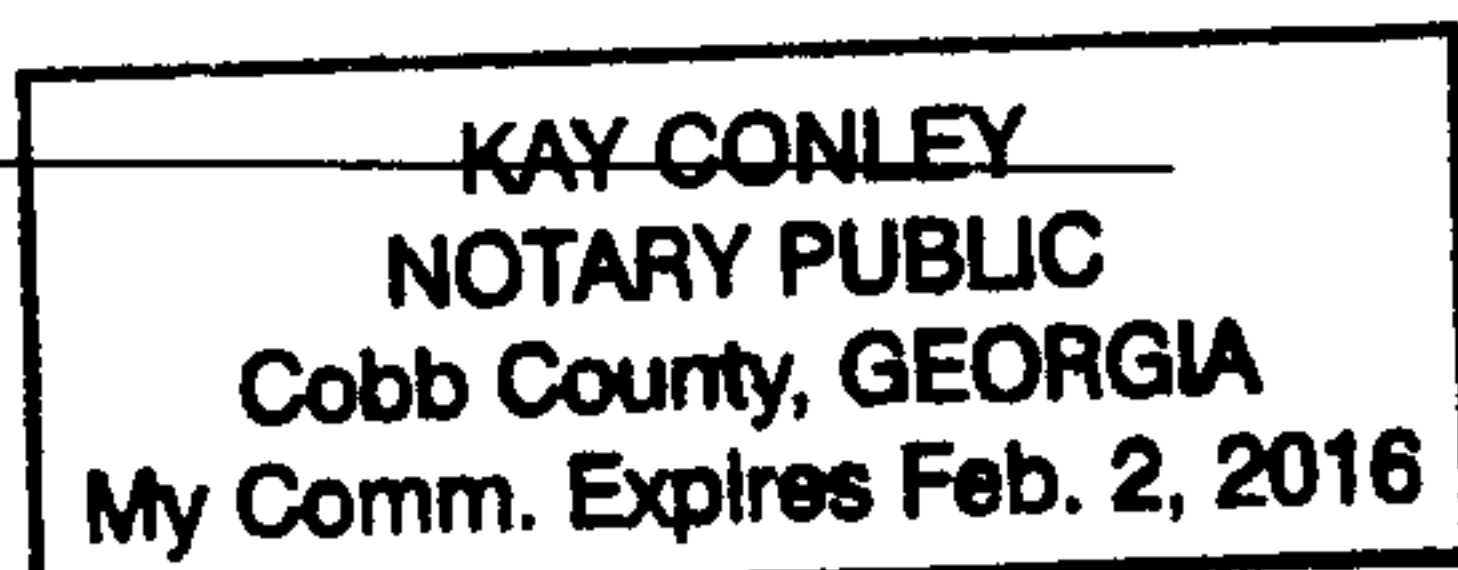
5596 Riverview Road  
Mableton, Georgia 30126

STATE OF GEORGIA §  
COUNTY OF COBB §

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that James W. Howard, Jr., whose name as President of Howard Brothers Management Company LLC, a Georgia limited liability company, the sole general partner of HOWARD BROTHERS INVESTMENTS, LLLP, a Georgia limited liability limited partnership, 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 company, in its capacity as general partner of said limited liability limited partnership.

Given under my hand and official seal this the 17 day of July, 2014.

My Commission Expires:



Kay Conley  
Notary Public  
KAY CONLEY  
Printed Name of Notary Public

**LENDER:**

**ATLANTIC CAPITAL BANK,**  
a Georgia banking corporation

BY: *Preston McDonald*  
Name: Preston McDonald  
Title: Vice President

**Address:**

3280 Peachtree Rd NE, Suite 1600  
Atlanta, GA 30305

STATE OF Georgia §  
COUNTY OF Fulton §

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that Preston McDonald, whose name as Vice President of ATLANTIC CAPITAL BANK, a Georgia 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 16 day of July, 2014.

*Sabra Cordery*  
Notary Public

My Commission Expires:

04/02/2018

Sabra Cordery  
Printed Name of Notary Public

