


**NOTE TO PROBATE COURT:**

**The recording tax should be computed  
on the Additional Loan of \$850,000.00.**

*This instrument was prepared by  
and when recorded return to:*

Claude McCain Moncus, Esq.  
CORLEY MONCUS, P.C.  
728 Shades Creek Parkway  
Suite 100  
Birmingham, Alabama 35209  
205.879.5959

  
20150414000118750 1/4 \$1298.00  
Shelby Cnty Judge of Probate, AL  
04/14/2015 08:44:00 AM FILED/CERT

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

**THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT and AMENDMENT  
TO ASSIGNMENT OF RENTS AND LEASES** (AAgreement@), is made and entered into as of the ~~31<sup>st</sup>~~ <sup>3<sup>rd</sup></sup> day  
of ~~March~~ <sup>April</sup>, 2015, by and between **SHELBY INVESTMENTS, LLC**, a Georgia limited liability company (the  
ABorrower@), and **SERVISFIRST BANK**, an Alabama banking corporation (the “Lender”).

**RECITALS:**

Borrower is justly indebted to Lender pursuant to a loan in the principal sum of One Million and No/100 Dollars (\$1,000,000.00) (the “Loan”) as evidenced by that certain Promissory Note in the amount of \$1,000,000.00 dated December 16, 2014, payable to Lender in installments with interest thereon (hereinafter referred to as the ANote@). The Note is further evidenced and secured by (a) that certain Mortgage and Security Agreement dated December 16, 2014, recorded at Instrument Number 20141218000397970 in the Office of the Judge of Probate of Shelby County, Alabama on December 18, 2014, and in RPB Book 301, Page 163 in the Office of the Judge of Probate of Bibb County, Alabama on January 14, 2015 (hereinafter referred to as the “Mortgage”) and (b) that certain Assignment of Rents and Leases recorded at Instrument Number 20141218000397980 in the Office of the Judge of Probate of Shelby County, Alabama on December 18, 2014, and in RPB Book 301, Page 189 in the Office of the Judge of Probate of Bibb County, Alabama on January 14, 2015 (hereinafter referred to as the “Assignment of Rents”) and perfected by (c) that certain UCC Financing Statement recorded in Instrument Number 20141218000397990 in the Office of the Judge of Probate of Shelby County, Alabama on December 18, 2014, and in UCC # 22157 in the Office of the Judge of Probate of Bibb County, Alabama on January 14, 2015 (hereinafter referred to as the “UCC Financing Statement”).

The Mortgage, the Assignment of Rents and the UCC Financing Statement are hereinafter referred to as the “Security Documents.”

Borrower has requested an additional loan in the principal amount of \$850,000.00 (the “Additional Loan”) executed and delivered to Lender simultaneously herewith a Promissory Note Modification Agreement and Amendment to Loan Documents (the “Note Modification Agreement”) of even date increasing the

obligations of the Borrower by the amount of the Additional Loan. As one of the conditions for Lender executing the Note Modification Agreement, Lender requires that this Agreement to the Security Documents be executed, delivered and recorded.

The Mortgage is a valid and enforceable lien upon the Premises.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing Recitals, and other good and valuable consideration, the parties hereto agree as follows:

1. The Recitals herein are true and correct. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Security Documents.
2. The Security Documents are each amended to provide that the term "Loan" or "Indebtedness" shall include the Additional Loan, and all other terms referred to or which are defined with reference to the "Loan" or "Indebtedness" shall hereinafter be deemed to refer to the Loan or Indebtedness as increased by the Additional Loan. Therefore, the Security Documents are amended by deleting the words "One Million and No/100 Dollars (\$1,000,000.00)" in each place that the same appears, and substituting in lieu thereof the words and figures "One Million Eight Hundred Fifty Thousand and No/100 Dollars (\$1,850,000.00)."
3. Borrower represents and warrants to Lender that the representations and warranties of Borrower in the Security Documents are true and correct as of the date hereof, and to the best of Borrower's knowledge, no Event of Default, or event or condition, which with the giving of notice or lapse of time, or both, would constitute an Event of Default, under the Security Documents or other Loan Documents.
4. No right of Lender with respect to the Security Documents, or other Loan Documents, are or will be in any manner released, destroyed, diminished, or otherwise affected by this Agreement.
5. All references in the Loan Documents to Security Documents shall be deemed to refer, from and after the date hereof, to the Security Documents, as amended hereby, and as the same may be herein amended.
6. Borrower hereby (a) ratifies and confirms the lien, conveyance and grant contained in and created by the Security Documents, and the terms and conditions of the Security Documents, as the same is amended and modified in this Agreement, and (b) agrees that nothing contained in this Agreement is intended to or shall impair the lien, conveyance and grant of the Security Documents as the same is amended and modified.
7. Except as amended and modified, the Security Documents are hereby confirmed.



IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, as of the date first above written.

**BORROWER:**

**SHELBY INVESTMENTS, LLC**, a Georgia limited liability company

By: [Signature] [SEAL]  
Name: Tim Webster  
Title: Sole Member

**LENDER:**

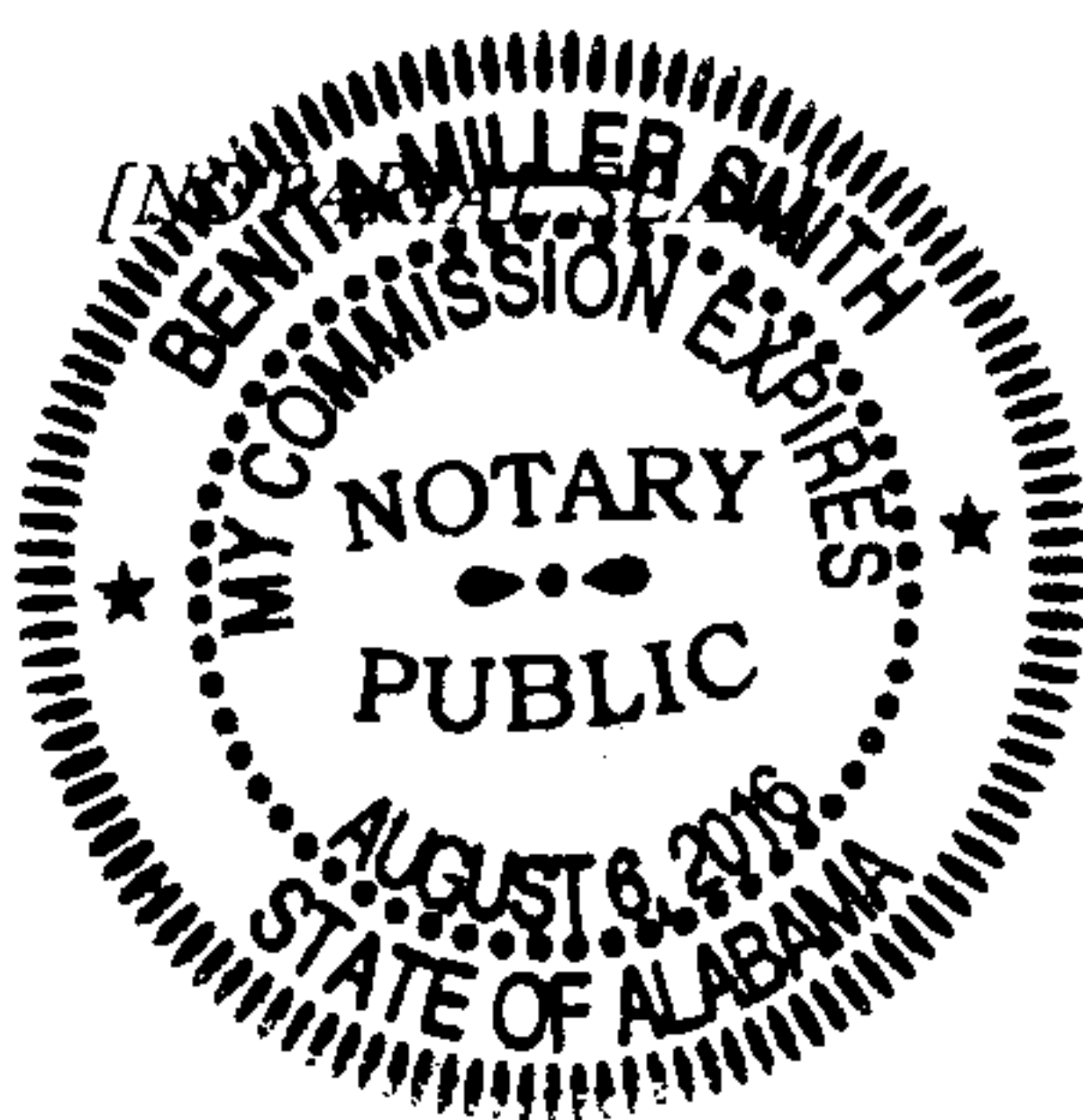
**SERVISFIRST BANK**, an Alabama banking corporation

By: [Signature] [SEAL]  
Name: Nicholas J. Balanis  
Title: Senior Vice President

STATE OF ALABAMA       )  
                                     :  
COUNTY OF JEFFERSON   )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Tim Webster, whose name as Sole Member of **SHELBY INVESTMENTS, 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 Sole Member and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 3<sup>rd</sup> day of April, 2015.

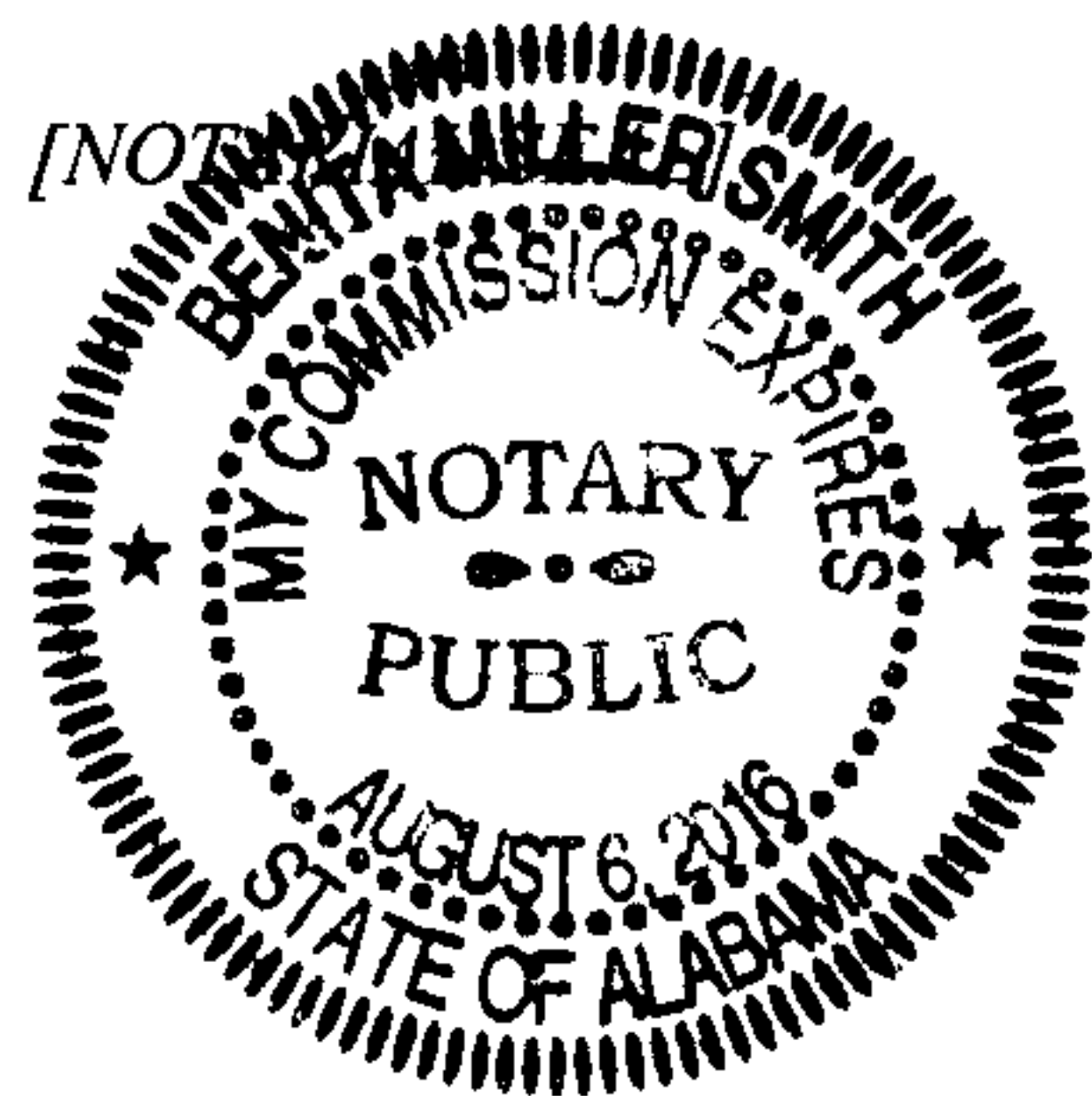


Benita Miller Smith  
NOTARY PUBLIC  
My Commission Expires: August 6, 2016

STATE OF ALABAMA       )  
                                     :  
COUNTY OF JEFFERSON    )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Nicholas J. Balanis, whose name as Senior Vice President of **SERVISFIRST 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 for and as the act of said bank.

Given under my hand and official seal this 3<sup>rd</sup> day of April, 2015.



Benita Miller Smith  
NOTARY PUBLIC  
My Commission Expires: August 6, 2016

20150414000118750 4/4 \$1298.00  
Shelby Cnty Judge of Probate, AL  
04/14/2015 08:44:00 AM FILED/CERT