

20150710000232860  
07/10/2015 09:09:28 AM  
MORTAMEN 1/5

This instrument prepared by:  
Ray D. Gibbons, Esq.  
Gibbons Graham LLC  
100 Corporate Parkway  
Suite 125  
Birmingham, Alabama 35242

After recording return to:  
Members Title, LLC  
3009 Firefighter Lane  
Birmingham, AL 35209

**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

**THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT** (this "Amendment") is made and entered into as of the dated executed below, by and between **RISE TIDE HOMES, LLC**, an Alabama limited liability company, whose address is 830 Linwood Road, Birmingham, Alabama 35222, Attention: Ryan C. Medo (the "Borrower"), and **SERVISFIRST BANK**, an Alabama banking corporation, whose address is 850 Shades Creek Parkway, Birmingham, Alabama 35209, Attention: Ron O. Morrison (the "Bank"). Capitalized terms used herein and not defined shall have the meanings ascribed thereto in that certain Credit Agreement dated as of September 5, 2014 between Borrower and Bank (as amended from time to time, the "Credit Agreement").

**WHEREAS**, Borrower executed and delivered in favor of Bank that certain Mortgage and Security Agreement, dated as of September 5, 2014, and recorded in the office of the Judge of Probate of Jefferson County, Alabama as Book LR201463 Page 865 (as amended from time to time, the "Mortgage"); and

**WHEREAS**, Borrower and Bank desire to amend the Mortgage in order to (i) add certain real property as part of the Mortgaged Property under and as defined in the Mortgage, and (ii) increase the amount secured by the Mortgage from \$2,404,762.80 to \$2,504,762.80 all as hereinafter provided.

**NOTE TO RECORDING OFFICE:** Mortgage tax was paid on the amount of \$2,404,762.80 upon recording of the Mortgage in Jefferson County, Alabama and \$100,000.00 in Shelby County. The amount of indebtedness secured by the Mortgage is increasing by \$100,000.00 pursuant to this Amendment, and mortgage tax on such increase is being paid in Shelby County, Alabama concurrently with the recording of this amendment.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Bank hereby agree that the Mortgage is amended as follows:

1. The Mortgage is hereby amended by adding the real estate described on the attached Exhibit A as part of the Land and the Mortgaged Property (both as defined in the Mortgage).

2. The Mortgage is hereby amended by increasing the amount secured thereby from \$2,404,762.80 to \$2,504,762.80.

3. To secure the Obligations, Borrower does hereby convey, mortgage and warrant, grant, bargain, sell, assign, transfer, pledge and set over, re-convey, re-mortgage and re-warrant, re-grant, re-bargain, re-sell, re-assign, re-transfer, re-pledge and re-set over to Bank, its successors and assigns, a Lien and security interest on, upon and in Borrower's Interest in the Mortgaged Property, including, but not limited to, the Land described on the attached Exhibit A.

4. Except as hereinafter expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

5. In the event of any conflict between the provisions of the Mortgage, as hereby amended, and the provisions of the Credit Agreement, the provisions most favorable to Bank shall control.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 25<sup>th</sup>  
day of June, 2015.

**BORROWER:**

RISING TIDE HOMES, LLC,  
an Alabama limited liability company

By: RTO I, LLC,  
an Alabama limited liability company,  
its Manager

By: [Signature]  
Robert F. Ashurst, its Manager

**BANK:**

SERVISFIRST BANK,  
an Alabama banking corporation

By: [Signature]  
Its: SVP

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert F. Ashurst, whose name as Manager of RTO I, LLC, an Alabama limited liability company, in its capacity as the Manager of Rising Tide Homes, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of such limited liability company in its capacity as aforesaid.

Given under my hand and official seal, this the 25<sup>th</sup> day of June, 2015.

[Signature] [SEAL]  
Notary Public  
My Commission Expires: 7-7-15

STATE OF ALABAMA

COUNTY OF Jefferson

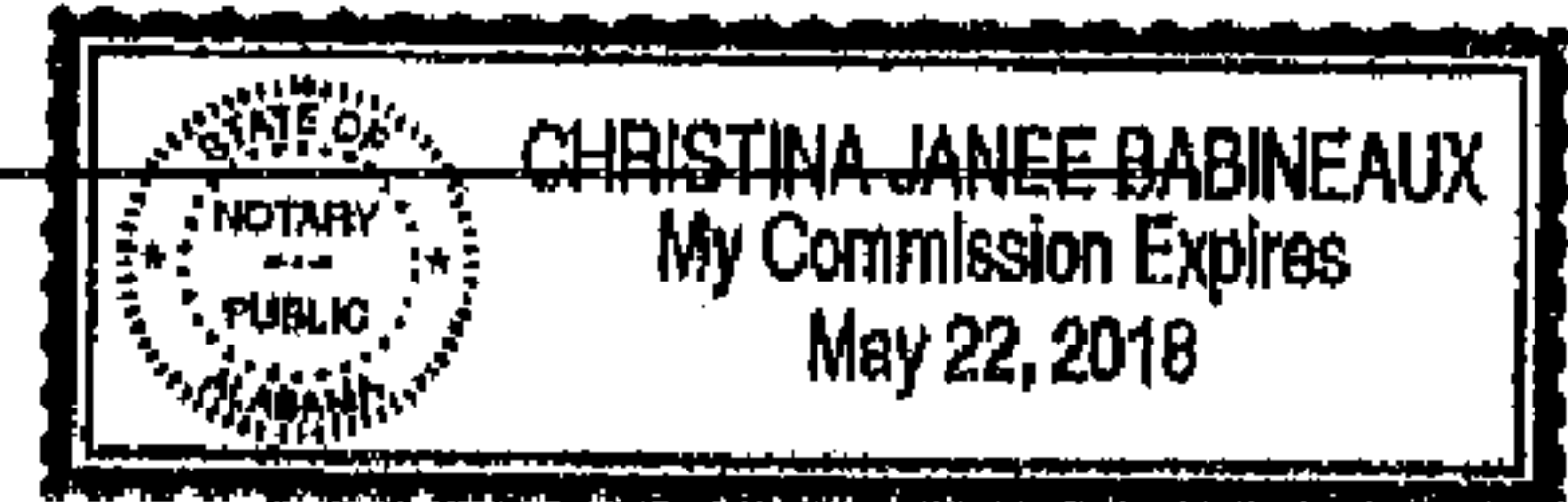
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ron Morrison, whose name as VP of ServisFirst Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama banking corporation.

Given under my hand and official seal, this the 30 day of June, 2015.

[Signature] [SEAL]

Notary Public

My Commission Expires:



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**EXHIBIT A**

**Parcel 90: 528 Overhill Road**

LOT 8, BLOCK 4, ACCORDING TO THE SURVEY OF OAK MOUNTAIN ESTATES,  
SECOND SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 76, IN THE PROBATE  
OFFICE OF SHELBY COUNTY, ALABAMA.

**Parcel 91: 600 Cahaba Manor Lane**

LOT 1, ACCORDING TO THE SURVEY OF CAHABA MANOR TOWN HOMES, THIRD  
ADDITION, AS RECORDED IN MAP BOOK 7, PAGE 158, IN THE PROBATE OFFICE  
OF SHELBY COUNTY, ALABAMA.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
07/10/2015 09:09:28 AM  
\$176.00 DEBBIE  
20150710000232860

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the printed name and title of the Probate Judge.