


STATE OF ALABAMA  
SHELBY COUNTY

  
20151110000390740 1/5 \$1117.40  
Shelby Cnty Judge of Probate, AL  
11/10/2015 01:39:43 PM FILED/CERT

**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 April 28, 2004, by DRAKOS FAMILY PARTNERSHIP and DRAKOS HOLDING CORPORATION (hereinafter collectively the "**Mortgagor**") in favor of **FIRST COMMERCIAL BANK, a Division of Synovus Bank**, whose address is 800 Shades Creek Parkway, Birmingham, Alabama 35209 (hereinafter, along with its successors in interest and/or assigns, collectively the "**Lender**").

**WHEREAS**, the Mortgage is recorded as Instrument number 20040503000229840 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto (the "**Mortgaged Property**"), and was given as security for indebtedness evidenced by that promissory note dated April 28, 2004 in the original principal amounts of \$3,377,250.39, along with any refinancings, renewals, and extensions thereof.

**WHEREAS**, proceeds from the Note were used for the development of the Mortgaged Property and any improvements located thereon; and

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$5,065.95 was paid to the Office of the Judge of Probate of Shelby County, Alabama.

**WHEREAS**, Mortgagor has requested Lender to (1) refinance the existing indebtedness in the principal amount of \$1,492,428.40, together with any interest, fees and cost accrued thereon, secured by the Mortgage, as amended, and (2) make a loan and/or additional advance thereunder in the principal amount of \$727,571.60 for purposes of satisfying all of the existing indebtedness outstanding to the U.S. Small Business Administration under SBA Loan No. 70924140-09 and paying customary closing costs associated therewith, and Lender is agreeable to making such changes, refinance and advances, provided Mortgagor, among other things enters into this Amendment, and cause this additional advance to be secured by the Mortgage.

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

**NOTES TO CLERK: (1) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE IS HEREBY INCREASED BY AN AMOUNT OF SEVEN HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-ONE AND 60/100 DOLLARS (\$727,571.60); (2) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE, AS AMENDED HEREBY, IS TWO MILLION TWO HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$2,220,000.00); AND (3) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20040503000229840 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

1. **Modification of Principal Amount Secured.** Henceforth the Mortgage shall specifically secure not only the existing indebtedness of \$1,492,428.40 evidenced by that Note dated April 28, 2004, as amended, extended and renewed, but also an additional advance or loan of \$727,571.60 made in connection herewith to Borrower, and all the interest thereon. The term "Debt" as used in the Mortgage shall be defined to mean the indebtedness of \$2,220,000.00 including not only the existing indebtedness of \$1,492,428.40 evidenced by that Note dated April 28, 2004, as amended, extended and renewed, together with all interest thereon, but also the \$727,571.60 advance or loan being made in connection herewith, along with all interest thereon, and all extensions, and renewals thereof.

2. **Amendments.** In addition hereto, Mortgagor further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited:

(a) **Books and Records.** Lender and Mortgagor hereby agree to amend Section 34 of the Mortgage so that Mortgagor's obligations with respect to Books and Records shall be the same as required in the Loan Agreement delivered by Mortgagor to Lender on the same date hereof.

3. **Further Action.** Mortgagor hereby agrees and directs Lender to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

4. **Continuing Validity.** All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not a novation thereof.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals effective this 15<sup>th</sup> day of October, 2015.

MORTGAGOR:


**DRAKOS FAMILY PARTNERSHIP**

BY: [Signature]  
George A. Drakos (Its General Partner)

**DRAKOS HOLDING CORPORATION**

BY: [Signature]  
George A. Drakos (Its President)

[ACKNOWLEDGEMENTS CONTAINED ON FOLLOWING PAGE.]

  
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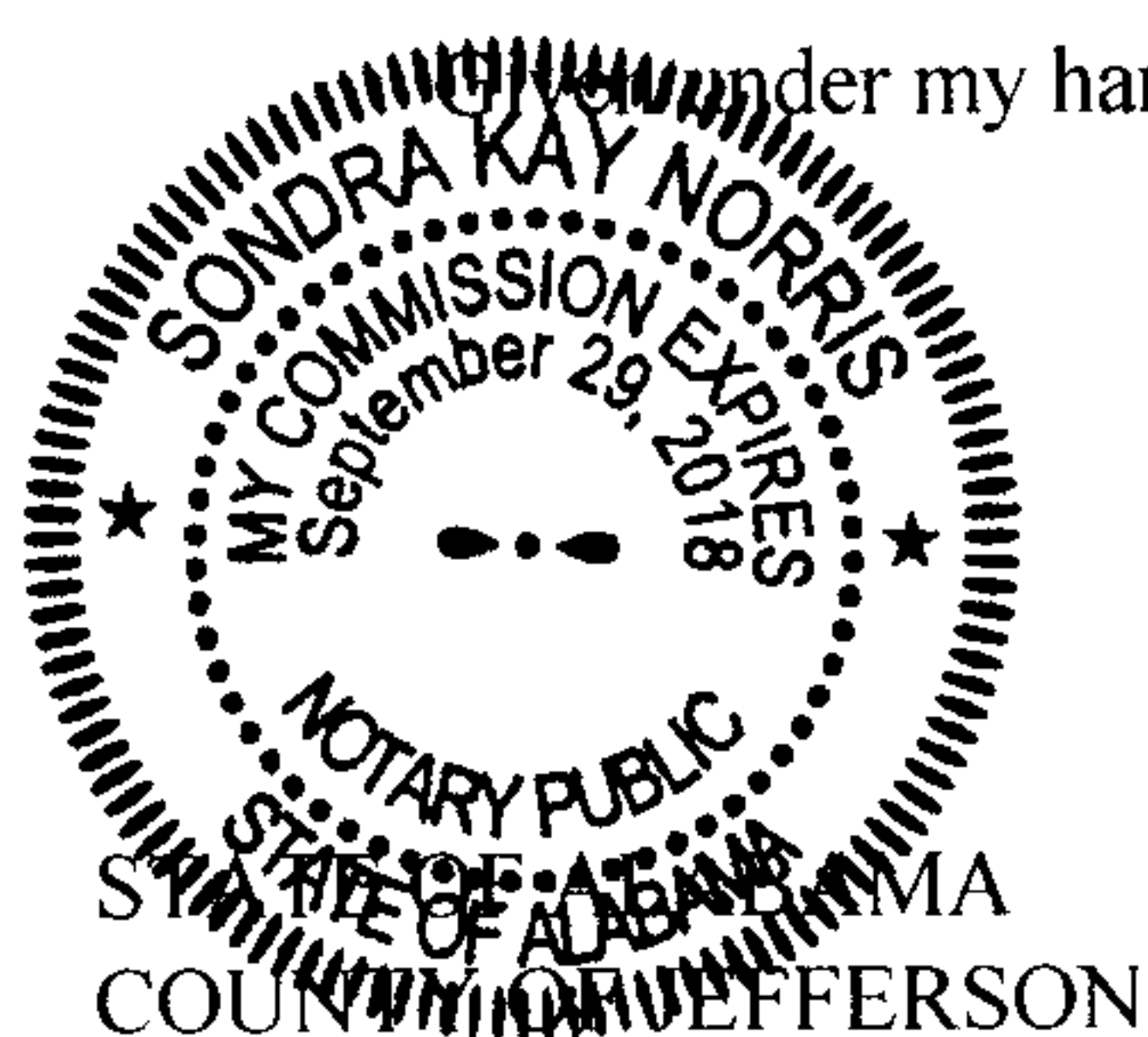
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[ACKNOWLEDGEMENTS FOR AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES  
AND SECURITY AGREEMENT]

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George A. Drakos, whose name as General Partner of DRAKOS FAMILY PARTNERSHIP, a 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/she, as such general partner, and with full authority, executed the same voluntarily, as an act of said partnership, acting in its capacity as aforesaid.



Given under my hand and official seal, this the 15th day of October, 2015.

Sandra Kay Norris

NOTARY PUBLIC

My Commission Expires:

09-29-2018

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George A. Drakos, whose name as President of DRAKOS HOLDING CORPORATION, a 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 corporation, acting in its capacity as aforesaid.



Given under my hand and official seal, this the 15th day of October, 2015.

Sandra Kay Norris

NOTARY PUBLIC

My Commission Expires:

09-29-2018


LENDER'S CONSENT CONTAINED ON FOLLOWING PAGE.]



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LENDER:

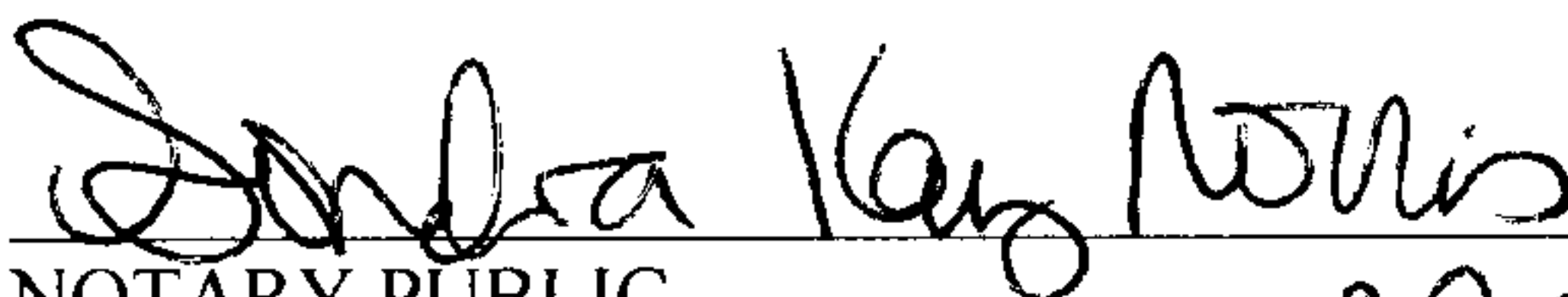
**FIRST COMMERCIAL BANK, a  
Division of Synovus Bank**

By:   
Name: Michael W. Crane  
Title: Vice President

STATE OF ALABAMA   )  
JEFFERSON COUNTY   )

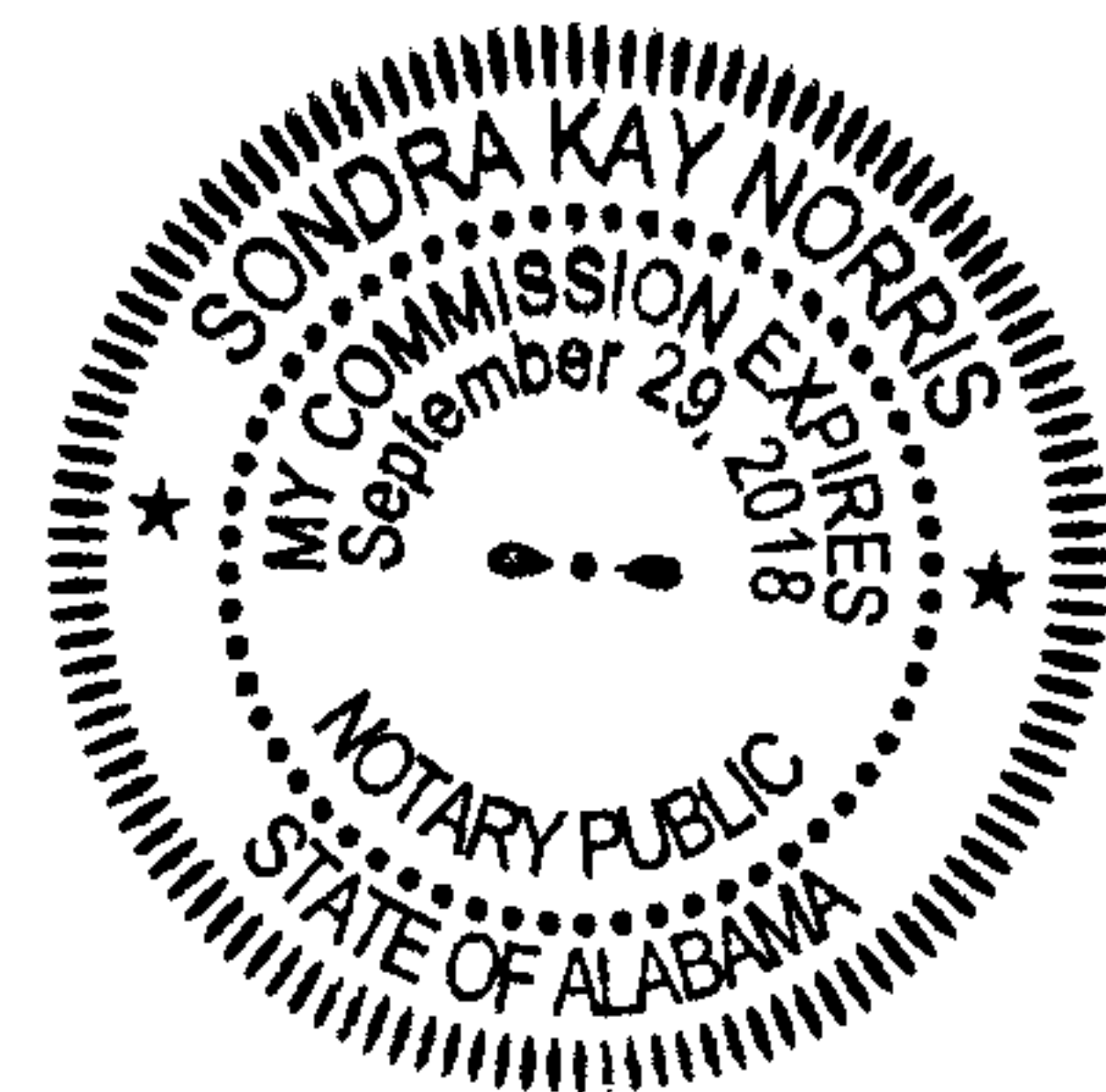
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael W. Crane, whose name as Vice President of the FIRST COMMERCIAL BANK, a Division of Synovus Bank., an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged 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, as an act of said corporation, acting in its capacity as aforesaid.


Given under my hand and official seal, this the 15th day of October, 2015.

  
NOTARY PUBLIC  
My Commission Expires: 09-29-2018

THIS INSTRUMENT PREPARED BY:  
William C. Brown  
ENGEL, HAIRSTON & JOHANSON, P.C.  
P.O. Box 11405  
Birmingham, Alabama 35202  
(205)328-4600

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## EXHIBIT "A"

Lots 1 and 2, according to the Survey of The Crossroads Addition to Hoover, as recorded in Map Book 31, page 121, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

**SUBJECT TO:** i) taxes and assessments for the year 2015, a lien but not yet payable; ii) building setback lines for Lot 1: 50 feet on southwesterly side, 15 feet on northwesterly side, 30 feet on northeasterly side, and 40 feet on easterly and southeasterly sides; iii) building set back lines for Lot 2: 50 feet on the Southwesterly side; 15 feet on the Northwesterly and southeasterly sides; and 30 feet on the Northeasterly side; iv) building setback line for Lot 3: 50 feet on the southwesterly side; 15 feet on the northwesterly and southeasterly sides; and 30 feet on the northeasterly side; v) easements for lot 1 as shown by recorded plat, including: 20 feet for utilities on the Northerly, Easterly and Southeasterly sides, and 25 feet for access easement in Northeasterly, Easterly, Southeasterly and Southwesterly portion of the land; vi) easements for lot 2 as shown by recorded plat, including: 20 feet for utilities on the northerly side, and 25 feet for access easement on the southwesterly and northeasterly portion of the land; vii) easements for lot 3 as shown by recorded plat, including: 20 feet for utilities on the northeasterly side and 25 feet for access easement on northeasterly, northwesterly and southwesterly portions of the land; viii) declaration of covenants, restrictions and easements as set out in Instrument 20040122000037120; ix) restrictions, covenants and conditions as set out in instruments recorded in Real 314, page 506, 1996-531, 1996-532 and 2000-38942; x) transmission line permits to Alabama Power Company as shown by instruments recorded in Deed 109, page 491, deed 141, page 180 and deed 109, page 499; xi) right of way granted to Shelby County by instruments recorded in final record 13, page 330, deed 95, page 519, and Deed 135, page 59; xii) rights or way granted to State of Alabama by instrument recorded as 1993-3977 and Deed 253, page 844; xiii) restrictions, limitations and conditions as set out in Map Book 28, page 79 and Map Book 30, page 62 and Map Book 31, page 121; xiv) covenant and agreement for water service as set out in Real 235, page 574, instrument no. 1992-20786, and 1993-20840; and xv) rights of others to the use of various access easements as shown on Map Book 31, page 121.

  
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