


NOTE TO PROBATE OFFICE: This amendment increases the indebtedness secured by the documents modified herein from \$6,525,000.00 to \$6,750,900.00. Recording tax was paid on the original \$6,525,000.00. Mortgage recording tax is due on the additional \$225,900.00 upon the recordation hereof. The indebtedness secured hereby is secured by property located in each of Shelby County, Alabama and Coffee County, Alabama. The value of the property located in Shelby County constitutes **8.2%** of the total value of the property securing such indebtedness and the value of the property located in Coffee County constitutes **91.8%** of the total value of the property securing such indebtedness. The additional mortgage recording tax on the additional \$225,900.00 of indebtedness is being paid in Shelby, County.

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Thomas G. Amason III
Balch & Bingham LLP
1901 6th Avenue North
Suite 1500
Birmingham, Alabama 35203


20151119000399750 1/3 \$358.85
Shelby Cnty Judge of Probate, AL
11/19/2015 10:49:28 AM FILED/CERT

STATE OF ALABAMA

COUNTIES OF COFFEE AND SHELBY

AMENDMENT TO MORTGAGE

This Amendment to Mortgage dated effective as of the 20th day of October, 2015, is executed by **WEST GATE LTD. PARTNERSHIP**, an Alabama limited partnership (the "Borrower"), as mortgagor, in favor of **SOUTHPOINT BANK**, an Alabama banking corporation (the "Lender"), as mortgagee.

Recitals

WHEREAS, Borrower is indebted to Lender as evidenced by a Promissory Note dated January 15, 2015 in the original principal amount of \$6,525,000.00, as amended, modified or renewed (the "Note"), and secured by a Mortgage granted to the Lender dated as of January 15, 2015, recorded in **Book 692, Page 694 in the Office of the Judge of Probate of Coffee County, Alabama**, and recorded as **Instrument Number 20150121000022720 in the Office of the Judge of Probate of Shelby County, Alabama**, as amended (the "Mortgage").

WHEREAS, Borrower and Lender have entered in a Commercial Promissory Note and a Security Agreement for a \$225,900.00 Letter of Credit effective as of October 20th, 2015 (the "Letter of Credit Obligations").

WHEREAS, Borrower and Lender have agreed to amend the Mortgage as set forth herein.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the Borrower agrees with Lender as follows:

1. All provisions of the Mortgage remain in full force and effect, as modified by this Amendment to Mortgage.

2. The Other Indebtedness described in the Mortgage specifically includes all obligations of the Borrower to Lender described in the Letter of Credit Obligations.

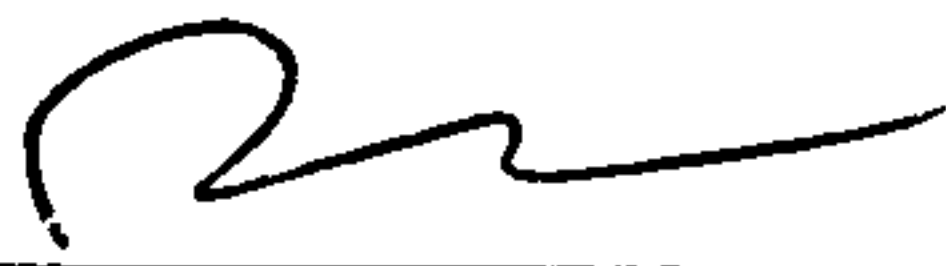
3. The security given to secure the obligations of Borrower to Lender in the Letter of Credit Obligations shall secure the Loan and Note described in the Mortgage.

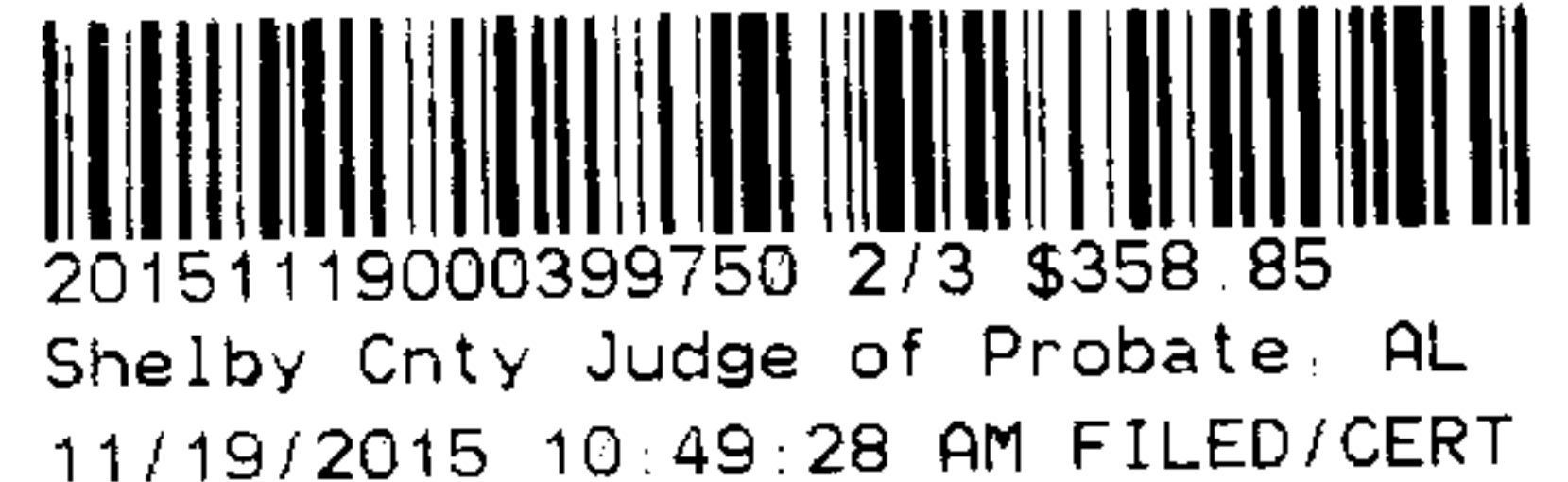
4. The Mortgage, as amended herein, is hereby restated, republished and affirmed by Borrower in its entirety, including, without limitation, each and every representation, warranty, covenant and agreement made by Borrower therein.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Mortgage to be executed on the date of the acknowledgment of their signatures below.

BORROWER:

WEST GATE LTD. PARTNERSHIP, an Alabama limited partnership

By: 
Robert A. Conner
Its: General Partner

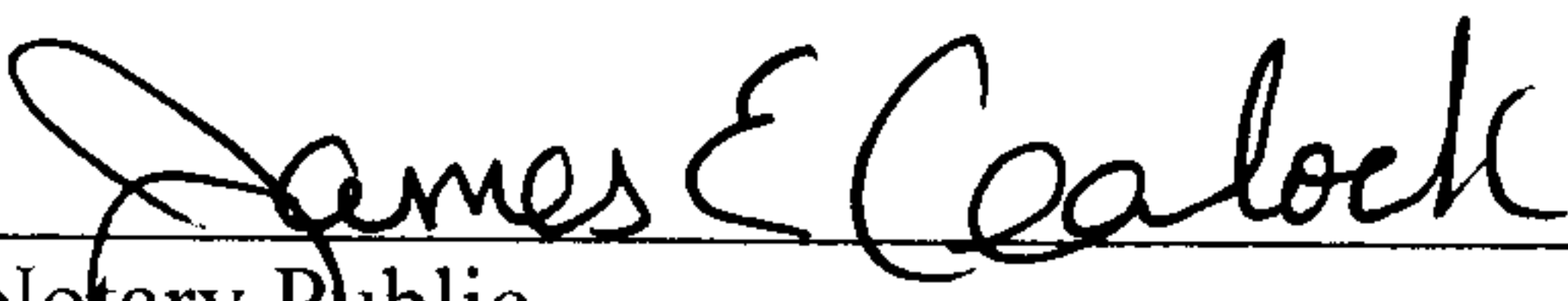


STATE OF ALABAMA

COUNTY OF Jefferson

I, James E Cearlock, a Notary Public in and for said County in said State, hereby certify that Robert A Conner, whose name as general partner of WEST GATE LTD. PARTNERSHIP, an Alabama 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 the instrument, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and official seal of office this 20 day of October, 2015.


Notary Public


[NOTARY SEAL]

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 23, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

LENDER:

SOUTHPOINT BANK

By: Ted Wood
Its CCO


20151119000399750 3/3 \$358.85
Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Carolyn D Watson, a Notary Public in and for said County in said State, hereby certify that Ted Wood, whose name as CCO of **SOUTHPOINT BANK**, an Alabama state 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 the instrument, he, as such CCO and with full authority executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal of office this 20th day of October, 2015.

Carolyn D Watson
Notary Public

[NOTARY SEAL]

My commission expires: 11-15-2017