

Note to Recording Office: This instrument amends that certain Mortgage and Security Agreement dated as of January 1, 2004, executed by William Morris Realty Greystone, LLC in favor of Regions Bank and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") as Instrument 20040122000037140, as amended by First Amendment to Mortgage and Security Agreement dated February 1, 2007 (the "Mortgage"), which Mortgage secures certain Obligations (as defined in the Mortgage), including without limitation the payment of all amounts due and payable under that certain Note dated March 12, 2009 in the original principal amount of Fourteen Million Eight Hundred Eighty Thousand and 00/100 Dollars (\$14,880,000.00) executed by William Morris Realty Greystone, LLC and certain of its affiliates in favor of Regions Bank (the "2009 Note"). The 2009 Note is being amended and restated by that certain Amended and Restated Note of even date herewith in the original principal amount of \$12,990,000 (the "Amended and Restated Principal Amount"), which, among other things, will extend the maturity date of the secured indebtedness. This instrument is one of four mortgage modifications that are being filed contemporaneously in Jefferson County, Alabama, Montgomery County, Alabama, Shelby County, Alabama and Madison County, Alabama as security for the Amended and Principal Amount (collectively, the "2015 Mortgage Modifications"). Aggregate mortgage tax of \$19,485.00 shall be payable on the Amended and Restated Principal Amount in connection with the recording of the 2015 Mortgage Modifications, all of which is being paid to the county in which the first of the 2015 Mortgage Modifications is filed. The value of the property described in the Mortgage is 24.5519% of the aggregate value of the property described in the 2015 Mortgage Modifications. Thus, \$4,783.94 of the mortgage tax payable is properly allocable to Shelby County with respect to the recording of this Amendment.

This instrument prepared by
and upon recording return to:

Benjamin A. Owens, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, AL 35203
205-254-1000

STATE OF ALABAMA)
SHELBY COUNTY)

SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("this Amendment") dated as of December 18, 2015 is entered into by **WILLIAM MORRIS REALTY GREYSTONE, LLC**, an Alabama limited liability company (the "Mortgagor"), and **REGIONS BANK**, an Alabama banking corporation, as successor by merger to AmSouth Bank (the "Bank").

Recitals

WHEREAS, as security for the Obligations, the Mortgagor executed and delivered to the Bank that certain Mortgage and Security Agreement dated as of January 4, 2004, executed by the Mortgagor in favor of Regions Bank and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") as Instrument 20040122000037140, as amended by First Amendment to Mortgage and Security Agreement dated February 1, 2007 (the "Mortgage");

WHEREAS, the Mortgagor requested that the Bank (1) extend the maturity date of the existing indebtedness owed by the Mortgagor to the Bank under the 2009 Note and (2) extend additional credit to the Mortgagor in the principal amount of \$775,000.00, as evidenced by the terms of that certain Amended and Restated Note of even date herewith between the Mortgagor and certain of its affiliates in favor of the Bank (the "2015 Note"); and

WHEREAS, the Bank has extended the additional credit to the Mortgagor and extended the maturity date of the existing indebtedness under the 2009 Note, with the understanding that the Mortgagor and the Mortgagee would enter into this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and to induce the Bank to amend the Mortgage as set forth above, and to also secure the full and complete performance of each and every obligation, covenant, duty and agreement of the Mortgagor contained in this Amendment, the Mortgagor and the Bank hereby agree that the Mortgage is hereby amended as follows:

1. **Rules of Construction.** For the purposes of this Amendment, the rules of construction shall be the same as set forth in the Mortgage.

2. **Amendments.**

(a) The following definitions in Section 1.1 of the Mortgage shall be amended to read, in their entirety, as follows:

"Account Party" shall mean individually or collectively as the context may indicate, William Morris Realty Hoover, LLC, an Alabama limited liability company, William Morris Realty Greystone, LLC, an Alabama limited liability company, William Morris Realty Montgomery, LLC, an Alabama limited liability company, and William Morris Realty Huntsville, LLC, an Alabama limited liability company, and their successors and assigns.

"Financing Documents" shall mean, collectively, the 2015 Note, the Credit Agreement, this Amendment, the Bank Security Agreements, the Assignments of Rents and Leases, the Environmental Indemnity Agreement, the Guaranty Agreement, any other writing delivered at any time by any Financing Participant to the Bank relating to the Credit Agreement or any Hedge Agreement, or to evidence or secure any of the Obligations.

"Obligations" shall mean (1) the payment of all amounts now or hereafter becoming due and payable under the Financing Documents, including the principal amount of the Term Loan (as defined in the Credit Agreement), all interest thereon (including interest that, but for the filing of a petition in bankruptcy, would accrue on any such principal) and all other fees, charges and costs (including attorneys' fees and disbursements) payable in connection therewith; (2) the observance and performance by the Account Party of all of the provisions of the Financing Documents; (3) the payment of all sums advanced or paid by the Bank in exercising any of its rights, powers or remedies under the Financing Documents, and all interest (including post-bankruptcy petition interest, as aforesaid) on such sums provided for herein or therein; (4) the payment and performance of all other indebtedness, obligations and liabilities of the Account Party to the Bank (including obligations of performance) of every kind whatsoever, arising directly between the Account Party and the Bank or acquired outright, as a participation or as collateral security from another person by the Bank, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, joint or several, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they

may be evidenced or whether they are evidenced by agreement or instrument, and whether incurred as maker, endorser, surety, guarantor, general partner, drawer, tort-feasor, account party with respect to a letter of credit, indemnitor or otherwise; (5) the payment of all amounts now or hereafter becoming due and payable under or in connection with any existing or future "swap" (as such term is defined in the U.S. Commodity Exchange Act, as in effect from time to time, and the official rules and regulations promulgated there under (collectively, the "CEA")) with the Bank or any of its affiliates; provided, however, the term "Obligations" as used in this Agreement shall not include any obligation arising under any such swap to the extent that the securing of such swap obligation by the Mortgagor would be impermissible or illegal under the CEA; and (6) all renewals, extensions, modifications and amendments of any of the foregoing, whether or not any renewal, extension, modification or amendment agreement is executed in connection therewith.

(b) The following definition shall be added to Section 1.1 of the Mortgage:

"2015 Note" shall mean the Amended and Restated Note dated December 18, 2015 in the original principal amount of \$12,990,000 executed by the Account Party in favor of the Bank.

3. Definitions.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned them in the Mortgage.

(b) All references in the Mortgage and this Amendment to "this Agreement" shall refer to the Mortgage as amended hereby.

(c) All references in the Mortgage to any of the Financing Documents shall refer to such documents as amended in connection with this Amendment and as such document may hereafter be amended.

4. Reaffirmance of Representations and Warranties. The Mortgagor hereby represents and warrants that (i) all of the representations and warranties set out in the Mortgage are true and correct as of the date hereof, (ii) they are in compliance with all the terms and provisions set forth in the Mortgage on their part to be observed and performed, and (iii) no Event of Default, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing.

5. Consents, Registrations, Approvals, etc. No registration with or consent or approval of, or other action by, any governmental authority is required for the execution, delivery and performance of this Amendment, or any of the other Financing Documents by the Company or the Mortgagor.

6. Mortgage to Remain. Except as expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this Amendment by executing any one or more such counterparts.

8. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

9. Headings. The headings and captions used in this Amendment are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Amendment.

10. Enforceability. If any provision of this Amendment is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Bank to effectuate the provisions hereof.

11. Date of Amendment. The date of this Amendment is intended as a date for the convenient identification of this Amendment and is not intended to indicate that this Amendment was executed and delivered on that date.

[Signatures on following page]



20151223000436640 4/6 \$30.00
Shelby Cnty Judge of Probate, AL
12/23/2015 07:15:01 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned Mortgagor has caused this instrument to be executed by on the date set forth below said Mortgagor's acknowledgments.

**WILLIAM MORRIS REALTY
GREYSTONE, LLC**, an Alabama limited
liability company

By *William C. Morris*
Name: William C. Morris
Title: Managing Member

STATE OF ALABAMA)
Jefferson COUNTY)


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William Morris, whose name as Managing Member of WILLIAM MORRIS REALTY GREYSTONE, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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

Kara G. Morawski
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 5/28/19


20151223000436640 5/6 \$30.00
Shelby Cnty Judge of Probate, AL
12/23/2015 07:15:01 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned Bank has caused this instrument to be executed by its duly authorized representative on the date set forth below said representative's acknowledgment.

REGIONS BANK, an Alabama banking corporation

By: Ross Swenson
Name: Ross Swenson
Title: Assistant Vice President

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ross Swenson, whose name as Assistant Vice President of REGIONS 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 corporation.

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

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 5/28/19

This instrument was prepared by:

Benjamin A. Owens
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
Suite 2400
Birmingham, Alabama 35203
(205) 254-1000