


NOTE TO PROBATE COURT:

**The recording tax should be computed
on the Additional Loan of \$1,970,726.00.**

*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


20160209000040840 1/4 \$2979.20
Shelby Cnty Judge of Probate, AL
02/09/2016 08:32:27 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** ("Amendment"), is made and entered into as of the 4th day
of February, 2016, by and between **WILSON FAMILY REAL ESTATE, LLC**, an Alabama limited liability
company (the "Borrower"), 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 Seven Hundred Fifty
Thousand and No/100 Dollars (\$750,000.00) (the "Loan") as evidenced by that certain Promissory Note in the
amount of \$750,000.00 dated September 4, 2013, payable to Lender in installments with interest thereon
(hereinafter referred to as the "Note"). The Note is further evidenced and secured by (a) that certain Mortgage
and Security Agreement dated September 4, 2013, recorded September 9, 2013 at Instrument No.
20130909000366020 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to
as the "Mortgage") and (b) that certain Assignment of Rents and Leases dated September 4, 2013, recorded on
September 9, 2013 at Instrument No. 201309000366030 in the Office of the Judge of Probate of Shelby
County, Alabama (hereinafter referred to as the "Assignment of Rents").

The Mortgage and the Assignment of Rents are hereinafter referred to as the "Security Documents."

Borrower has requested an additional loan in the principal amount of \$1,970,726.00 (the "Additional
Loan") executed and delivered to Lender simultaneously herewith an Amended and Restated Promissory Note
(the "Amended and Restated Promissory Note") of even date increasing the obligations of the Borrower by the
amount of the Additional Loan. In consideration of the Lender, increasing, extension and modifying the Loan,
Lender requires that this Amendment to the Security Documents be executed, delivered and recorded.

AGREEMENT

*Amendment to Mortgage and Security Agreement and
Assignment of Rents and Leases
Page 1*

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 “Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00)” in each place that the same appears, and substituting in lieu thereof the words and figures “Two Million Seven Hundred Twenty Thousand Seven Hundred Twenty Six and No/100 Dollars (\$2,720,726.00).”

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 Amendment.

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 Amendment, and (b) agrees that nothing contained in this Amendment is intended to or shall impair the lien, conveyance and grant of the Security Documents as the same is amended and modified.

3. Except as amended and modified, the Security Documents are hereby confirmed.


[Signature pages to follow]



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

BORROWER:

WILSON FAMILY REAL ESTATE, LLC, an
Alabama limited liability company

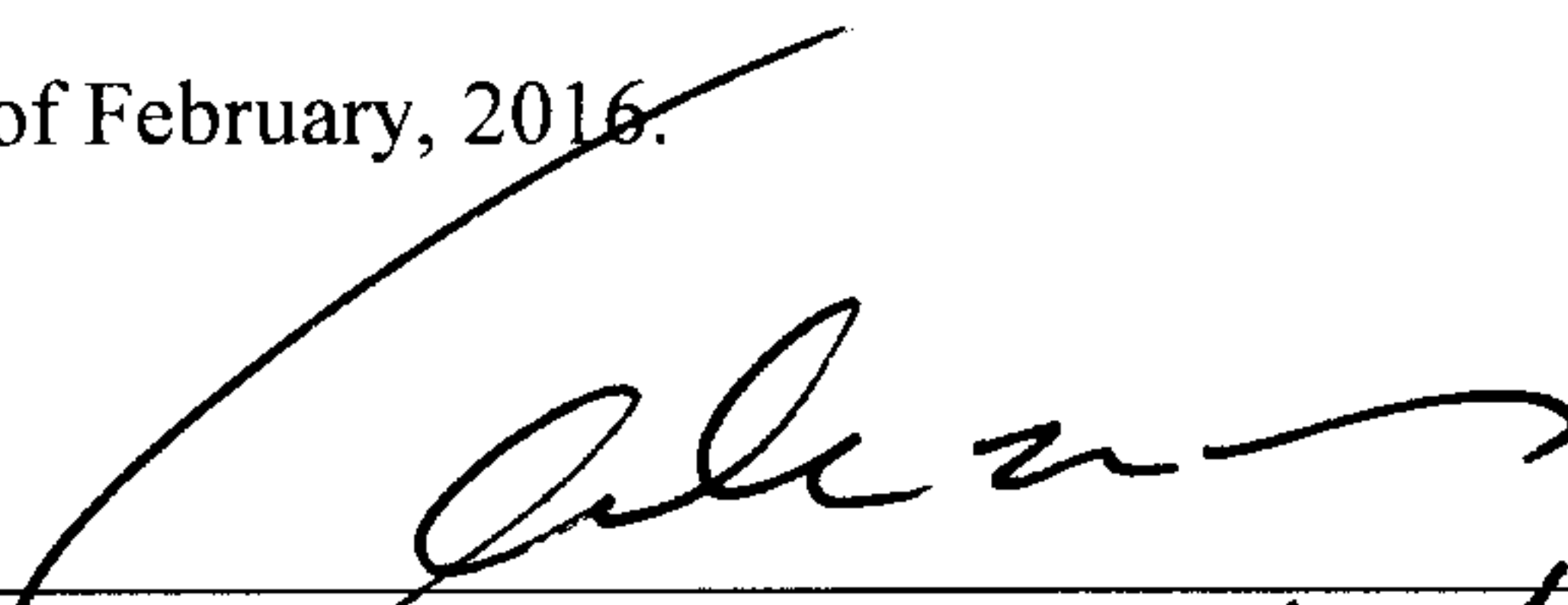
By:  [SEAL]
Name: David F. Wilson
Title: Authorized Manager


STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David F. Wilson, whose name as Authorized Manager of **WILSON FAMILY REAL ESTATE, 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 Authorized Manager 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 4th day of February, 2016.

[NOTARIAL SEAL]


NOTARY PUBLIC
My Commission Expires: 12/28/2019


20160209000040840 3/4 \$2979.20
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SERVISFIRST BANK, an Alabama banking corporation

By: [Signature] [SEAL]
Name: Lee McEinnon
Title: First Vice President

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

Given under my hand and official seal this 4th day of February, 2016.

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: 12/28/2019

