



20160307000070940 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
03/07/2016 09:20:49 AM FILED/CERT

NOTE TO PROBATE JUDGE: This modification is filed to amend the Mortgage, Assignment of Rents and Leases and Security Agreement dated October 15, 2015, and recorded in Bk LR201516 at page 203 in the Office of the Judge of Probate of Jefferson County, Alabama and as Instrument 20151019000363590 in the Office of the Judge of Probate of Shelby County, Alabama to increase the amount secured by such mortgage by \$2,827,500.00. Nothing contained herein changes the maturity date of the Mortgage.

County Division Code: AL040
Inst. # 2016020233 Pages: 1 of 4
I certify this instrument filed on
3/3/2016 3:54 PM Doc: MTG
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$25.00
MtgTx: \$4,241.25
Clerk: ALLDREDGEM

**STATE OF ALABAMA
COUNTY OF JEFFERSON
COUNTY OF SHELBY**

**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 October 15, 2015 by **AVCC, LLC**, an Alabama limited liability company (hereinafter "Borrower") in favor of **REGIONS BANK** (hereinafter "Lender").

WHEREAS, the Mortgage is recorded in Bk LR201516 at page 203 in the Office of the Judge of Probate of Jefferson County, Alabama and as Instrument 20151019000363590 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$1,650,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$2,475.00 was paid.

WHEREAS, Borrower has requested Lender to lend Borrower an additional \$2,827,500.00, and Lender is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes 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:

- 1). Henceforth the Mortgage shall specifically secure not only the \$1,650,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$2,827,500.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$1,650,000.00 Note executed on October 15, 2015, and all interest thereon, and all extensions and renewals thereof, but also the \$2,827,500.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

In addition hereto, Borrower 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 and to cover not only the property described therein but also the New Property.

Borrower 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.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 2nd day of March, 2016.

AVCC, LLC, an Alabama limited liability company

BY: _____

Name: John Brooks Harris

Title: Authorized Agent and Member

BY: _____

Name: Russell G. Doyle

Title: Authorized Agent and Member

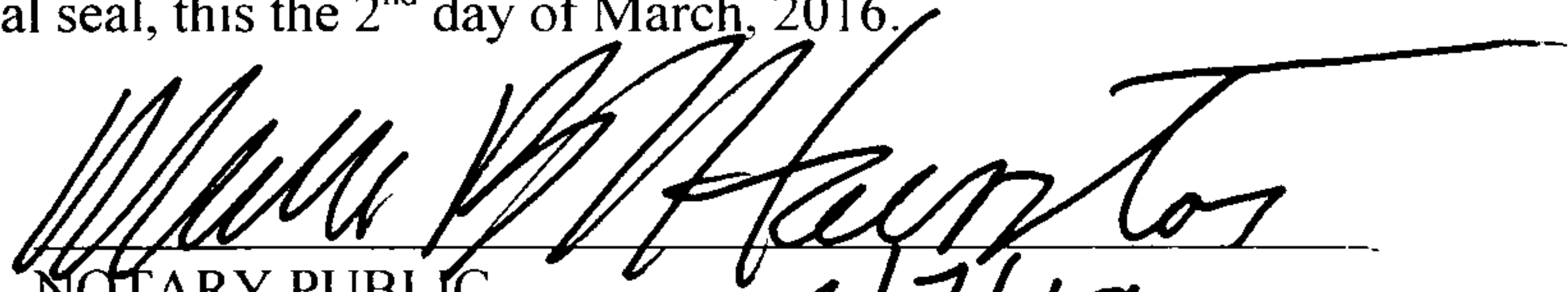


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STATE OF ALABAMA
JEFFERSON COUNTY

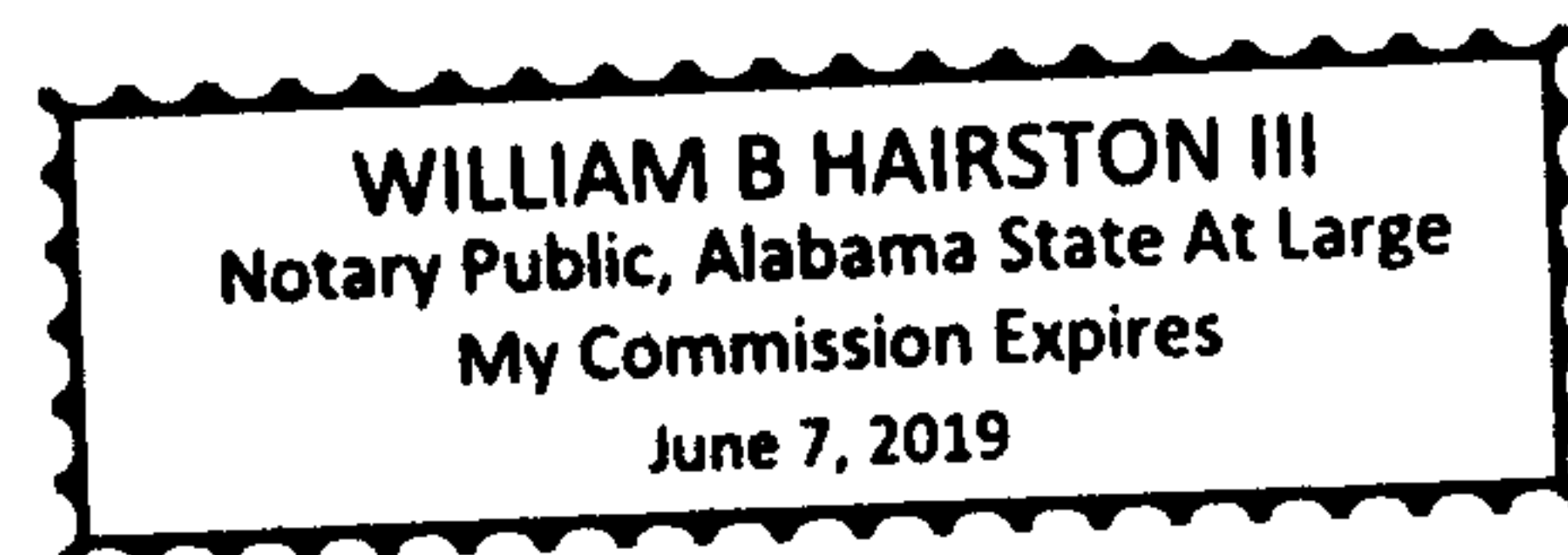
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Brooks Harris and Russell G. Doyle whose names as Authorized Agent and Members of AVCC, LLC, an Alabama limited liability company, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such authorized agent and members, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 2nd day of March, 2016.


NOTARY PUBLIC
My Commission expires: 6/7/19

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:**

William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600





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EXHIBIT A

RESIDENTIAL PARCEL A

A parcel of land situated in the SE 1/4 of Section 33, Township 18 South, Range 2 West, and the NE 1/4 of Section 4, Township 19 South, Range 2 West, Jefferson and Shelby Counties, Alabama being more particularly described as follows:

BEGIN at a rebar capped EDG at the NE corner of Lot 1 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County, Alabama; thence N 46°52'48" W along the northeastern line of Lot 1 a distance of 159.10 feet to a rebar capped EDG at the NW corner of Lot 1, said point also being on the southeastern right-of-way of Altavista Drive; thence N 47°32'34" E along said right-of-way a distance of 163.65 feet to a rebar capped EDG; thence N 47°00'21" W along said right-of-way a distance of 61.10 feet to a rebar capped EDG; thence N 24°33'55" E along said right-of-way a distance of 69.25 feet to a rebar capped EDG at a point of curve to the right having a central angle of 18°10'50" and a radius of 600.00 feet, said curve subtended by a chord bearing N 33°39'20" E and a chord distance of 189.59 feet; thence along the arc of said curve and along said right-of-way a distance of 190.39 feet to a rebar capped EDG; thence N 42°44'44" E along said right-of-way a distance of a distance of 96.90 feet to a rebar capped EDG; thence N 47°08'16" W along said right-of-way and along the northeastern line of Lot 22 a distance of 270.43 feet to a 1" crimp at the NW corner of Lot 22; thence N 53°14'05" E a distance of 353.04 feet to a point; thence N 46°27'16" E a distance of 55.86 feet to a point; thence N 36°23'28" E a distance of 220.00 feet to a point; thence N 26°37'35" E a distance of 90.63 feet to a rebar capped EDG on the southwestern right-of-way of Acton Road; thence S 69°03'07" E along said right-of-way a distance of 185.44 feet to a rebar capped EDG at the point of a non-tangent curve to the left having a central angle of 05°15'24" and a radius of 1837.71 feet, said curve subtended by a chord bearing S 37°28'03" E and a chord distance of 168.54 feet; thence along the arc of said curve and along said right-of-way a distance of 168.60 feet to a rebar capped EDG at the point of compound curve having a central angle of 77°26'10" and a radius of 119.75 feet, said curve subtended by a chord bearing S 78°48'50" E and a chord distance of 149.80 feet; thence along the arc of said curve and along said right-of-way a distance of 161.84 feet to a 3/4" crimp at the intersection of said right-of-way and the western right-of-way of Lakeland Trail, said point also being a point of reverse curve having a central angle of 95°34'00" and a radius of 29.07 feet, said curve subtended by a chord bearing S 69°44'55" E and a chord distance of 43.06 feet; thence leaving Acton Road right-of-way, along the arc of said curve, and along the western right-of-way of Lakeland Trail a distance of 48.49 feet to rebar capped EDG at the point of a compound curve having a central angle of 10°25'52" and a radius of 757.89 feet, said curve subtended by a chord bearing S 16°44'59" E and a chord distance of 137.79 feet; thence along the arc of said curve and along said right-of-way a distance of 137.98 feet to a rebar capped EDG; thence S 11°32'03" E along said right-of-way a distance of 86.00 feet to a rebar capped EDG at the point of curve to the left having a central angle of 26°10'25" and a radius of 466.26 feet, said curve subtended by a chord bearing S 24°37'15" E and a chord distance of 211.15 feet; thence along the arc of said curve and along said right-of-way a distance of 212.99 feet; thence S 42°47'35" W leaving said right-of-way a distance of 1234.55 feet to a point; thence N 47°16'54" W a distance of 378.49 feet to a point on the southeastern line of Lot 1; thence N 43°07'12" E along the southeastern line of Lot 1 a distance of 77.62 feet to the POINT OF BEGINNING.

