

**SECOND AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT**

THIS SECOND AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter along with all amendments thereto the "Mortgage") executed on March 1, 2011 by **DALCO PROPERTIES, LLC**, an Alabama limited liability company (hereinafter "Borrower") in favor of **IBERIABANK** (hereinafter "Lender").

WHEREAS, the Mortgage is recorded as Instrument 20110303000081720 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 \$940,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$1,410.00 was paid.

WHEREAS by an Amendment to Mortgage, Assignment of Rents and Leases and Security Agreement (the "First Amendment") recorded as Instrument 20121109000432850 in the Office of the Judge of Probate of Shelby County, Alabama the Mortgage was amended to add the property described on Exhibit "B" thereto and to increase the amount secured by the Mortgage by \$180,000.00.

WHEREAS, upon the recordation of the First Amendment an additional mortgage tax of \$270.00 was paid.

WHEREAS, Borrower has now requested Lender to lend Borrower an additional \$180,000.00 to purchase the property described on Exhibit "C" attached hereto (hereinafter the "New Property"), and Lender is agreeable to making such loan, provided Borrower, among other things enters into this Second Amendment, and causes this additional advance to be secured by the Mortgage.

WHEREAS, in connection with this advance, Lender is requiring Borrower to cause the Mortgage to be amended to add thereto all of the New Property.

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 \$940,000.00 Note executed in connection therewith, and all renewals and extensions thereof, the \$180,000.00 advance made in connection with the First Amendment, and all renewals and extensions thereof, but also an additional advance or loan of \$180,000.00 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 \$940,000.00 Note executed on March 1, 2011, and all interest thereon, and all extensions and renewals thereof, the \$180,000.00 advance made in connection with the First Amendment, and all interest thereon, and all extensions and renewals thereof, but also the \$180,000.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

3) The New Property is hereby added to the Mortgage and to the property described in the Mortgage.

4) Borrower does hereby grant, bargain, sell convey and mortgage (in accordance with the terms of the Mortgage) to Lender the New Property.

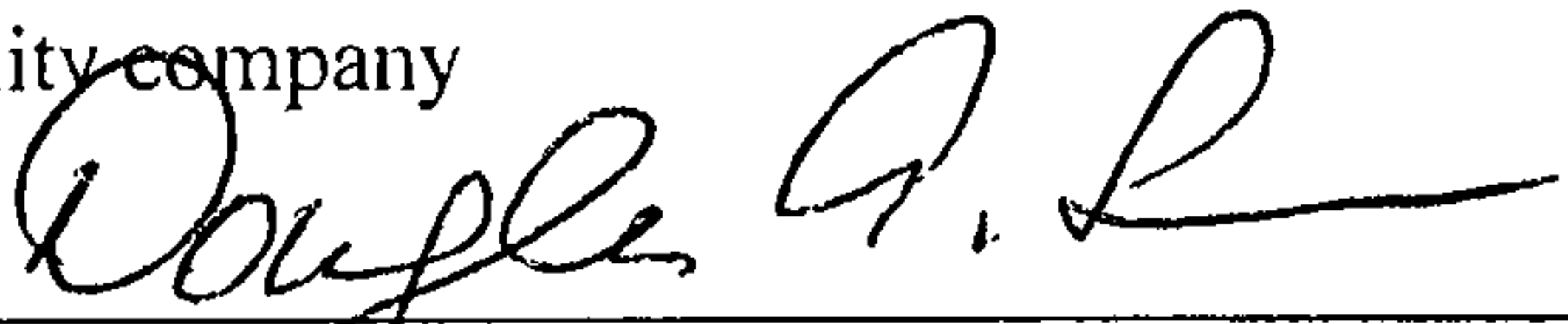
In addition hereto, Borrower further amends all of the documents and agreements executed in connection with the Mortgage or First Amendment or pertaining to the Mortgage or First Amendment (the "Agreements") to the terms as herein cited and to cover not only the property described therein but also the 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 amends the Mortgage and is not a novation thereof.

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

DALCO PROPERTIES, LLC, an Alabama limited liability company

BY: 
Print Name: Douglas A. Levene
Title: Sole Member and Authorized Agent




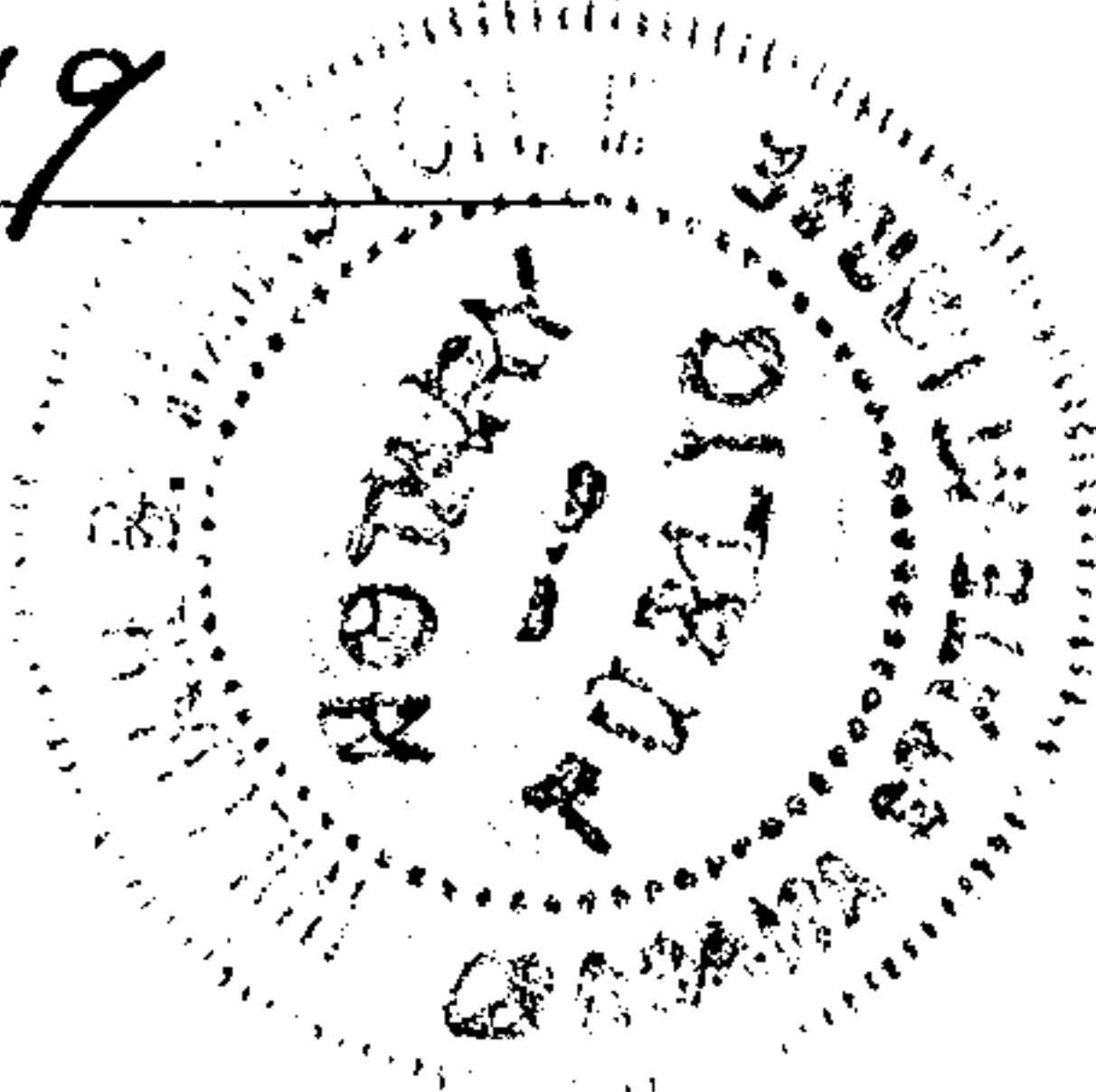
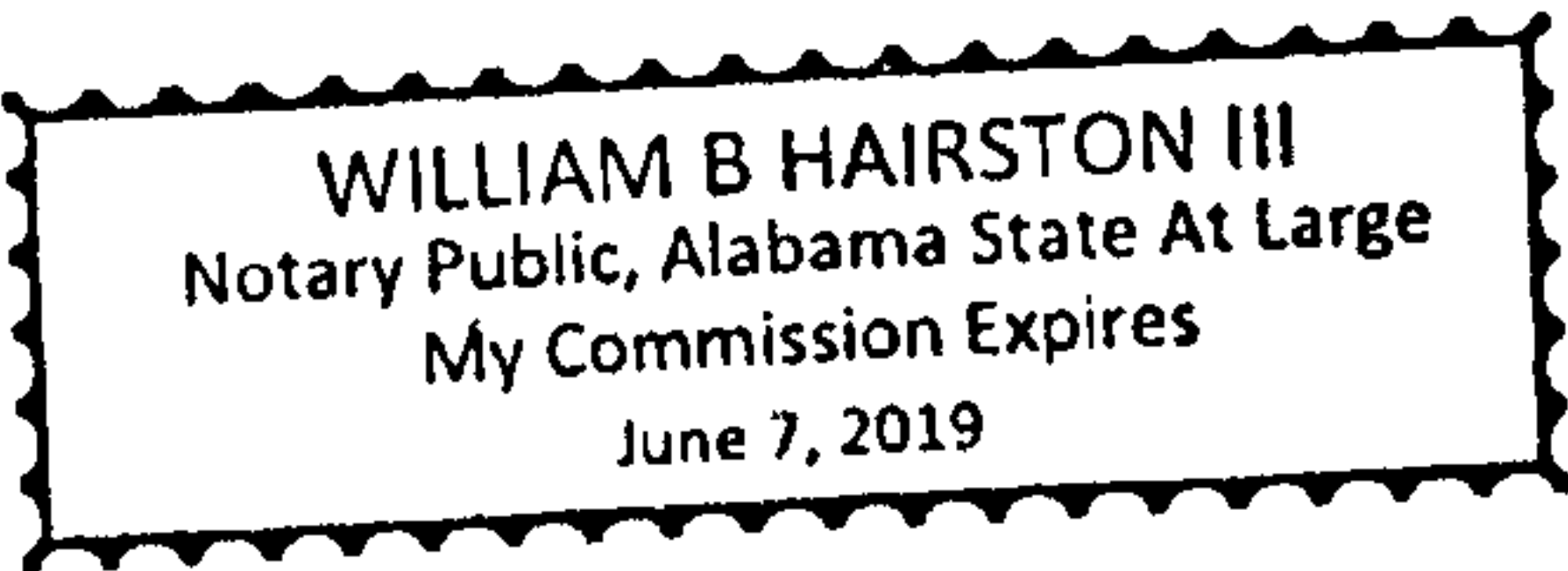
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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Douglas A. Levene** whose name as Sole Member and Authorized Agent of **DALCO PROPERTIES, 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 Sole Member and Authorized Agent, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

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


NOTARY PUBLIC
My Commission Expires: 6/7/19





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EXHIBIT "A"

PARCEL I: *818 Greystone Highlands Drive, Birmingham, AL, 35242*

Lot 45, according to the Amended Map of Greystone Highlands, Phase 2, as recorded in Map Book 19, page 25, in the Probate Office of Shelby County, Alabama

PARCEL II: *1116 Berwick Road Birmingham, AL. 35242*

Lot 9, according to the Map and Survey of Greystone Ridge Garden Homes, as recorded in Map Book 16, page 31, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL III: *213 Village Street Birmingham, AL. 35242*

Lot 4, according to the Amended Map of Greystone Village, Phase 1, as recorded in Map Book 20, page 32, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL IV: *1142 Berwick Road Birmingham, AL. 35242*

Lot 22 according to the Survey of Greystone Ridge Garden Homes, as recorded in Map Book 16 page 31, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL V: *1162 Berwick Road Birmingham, AL. 35242*


Lot 31, according to the Survey of Greystone Ridge Garden Homes, as recorded in Map Book 16, page 31, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL VI: *1115 Berwick Road Birmingham, AL. 35242*

Lot 173A, according to the Resurvey of Lots 129 thru 178 of Greystone Ridge Garden Homes, as recorded in Map Book 17, page 28, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL VII: *1223 Berwick Road Birmingham, AL. 35242*

Lot 119, according to the Survey of Greystone Ridge Garden Homes, as recorded in Map Book 16, page 31, in the Office of the Judge of Probate of Shelby County, Alabama.


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SUBJECT TO:

- i) taxes and assessments for the year 2016, a lien but not yet payable;
- ii) restrictive covenants recorded in instrument 1994-33988;
- iii) transmission line permits in favor of Alabama Power Company recorded in Deed Book 109, page 492, Deed 111, page 402, Deed 127, page 336, Deed Book 160, page 403, and Deed Book 173, page 191;
- iv) title to all minerals within and underlying the premises together with all mining rights and other rights, privileges and immunities relating thereto including rights set out in Deed 4 pages 486 and 488;
- v) rights of way granted to New Four Lane Highway No. 280 by instrument recorded in Lis Pendens 4, page 509;
- vi) covenants and agreement for water service as set forth in Real 235, page 611;
- vii) Utility easement for EBSCO Industries to Cahaba Water Renovation Systems as set forth in Real 42, page 233;
- viii) Restrictions, covenants and conditions as set forth in instrument 1994-33988 and Map Book 19 page 25;
- ix) Release of damages as set out in instrument 1994-33988;
- x) Amended Restrictions recorded in Instrument 2001-53714, Instrument 2004-86600 and Instrument 2004-86650;
- xi) 15 foot easement on rear as shown by recorded map;
- xii) Restrictions as shown by recorded map;
- xiii) Building set back line as shown by restrictions or covenants recorded in Instrument 1993-20846;
- xiv) Mineral and mining rights and rights incident thereto recorded in Deed Book 121, page 294, Deed Book 60, page 260 and Deed Book 4, pages 493 and 495;
- xv) Transmission line permit to Alabama Power Company by instrument recorded in Deed Book 109, page 501, Deed book 109, page 500, Deed book 109 page 505 A & B and Deed Book 239, page 214;
- xvi) Rights of others to the use of Hugh Daniel Drive described in Deed Book 301, page 799;
- xvii) Covenant and agreement for water service recorded in Real 235, page 574 and in Instrument 1993-20840;
- xviii) Amended and restated restrictions or covenants recorded in Real 265, page 96;
- xix) Amended and restated Greystone Village Declaration of Covenants, Conditions and Restrictions recorded in Instrument 1994-12222 with Articles of Incorporation of Greystone Village Homeowners in Instrument 1993-20847 and amended in Instrument 1996-8823;
- xx) Agreement with Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc recorded in Real 350, page 545;
- xxi) Easement agreement between Daniel Oak Mountain Limited Partnership and School House Properties recorded in Instrument 1993-22409;
- xxii) Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 317, page 260 as amended by Real 319, page 235, Real 346, page 942, Real 378, page 904, Reel 397, page 958, 1992-17890, 1993-3123, 1993-10163, 1993-16982, 1993-20968, 1993-32840, 1994-23329, 1995-08111, 1995-24267, 1995-34231, 1996-19860, 1996-37514, 1996-39737, and 1997-02534; and
- xxiii) Release of damages as recorded in Instrument 1996-40479



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EXHIBIT "B"

Lot 6, according to the Survey of Old Brook Place, as recorded in Map Book 19, page 41, in the Office of the Judge of Probate of Shelby County, Alabama

SUBJECT TO:

- i) taxes and assessments for the year 2013, a lien but not yet payable;
- ii) Building set back line and easements as shown by record plat
- iii) Restrictions, reservations, conditions, easements as set forth by deed recorded in Instrument 1995-14206
- iv) Restrictive covenants in Instrument 1994-35287
- v) Declaration of restrictions covenants and conditions in instrument 1994-35287 and First Amendment in Instrument 1995-13687
- vi) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Deed Book 4, page 505;
- vii) Covenants, restrictions, and release of damages arising from sinkholes, limestone formations, soils conditions or any other known or unknown surface or subsurface conditions as shown by Map Book 19, page 41
- viii) Restrictions, conditions and limitations as set forth by Map Book 19, page 41;
- ix) Utility easement in Real 42, page 227 and
- x) coal, oil, gas and mineral and mining rights which are not owned by Mortgagor.



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EXHIBIT "C"

Lot 10, according to the Survey of Greystone Ridge Garden Homes, as recorded in Map Book 16, page 31, in Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

- i) taxes and assessments for the year 2016, a lien but not yet payable;
- ii) restrictive covenants recorded in instrument 1994-33988;
- iii) transmission line permits in favor of Alabama Power Company recorded in Deed Book 109, page 492, Deed 111, page 402, Deed 127, page 336, Deed Book 160, page 403, and Deed Book 173, page 191;
- iv) title to all minerals within and underlying the premises together with all mining rights and other rights, privileges and immunities relating thereto including rights set out in Deed 4 pages 486 and 488;
- v) rights of way granted to New Four Lane Highway No. 280 by instrument recorded in Lis Pendens 4, page 509;
- vi) covenants and agreement for water service as set forth in Real 235, page 611;
- vii) Utility easement for EBSCO Industries to Cahaba Water Renovation Systems as set forth in Real 42, page 233;
- viii) Restrictions, covenants and conditions as set forth in instrument 1994-33988 and Map Book 19 page 25;
- ix) Release of damages as set out in instrument 1994-33988;
- x) Amended Restrictions recorded in Instrument 2001-53714, Instrument 2004-86600 and Instrument 2004-86650;
- xi) 15 foot easement on rear as shown by recorded map;
- xii) Restrictions as shown by recorded map;
- xiii) Building set back line as shown by restrictions or covenants recorded in Instrument 1993-20846;
- xiv) Mineral and mining rights and rights incident thereto recorded in Deed Book 121, page 294, Deed Book 60, page 260 and Deed Book 4, pages 493 and 495;
- xv) Transmission line permit to Alabama Power Company by instrument recorded in Deed Book 109, page 501, Deed book 109, page 500, Deed book 109 page 505 A & B and Deed Book 239, page 214;
- xvi) Rights of others to the use of Hugh Daniel Drive described in Deed Book 301, page 799;
- xvii) Covenant and agreement for water service recorded in Real 235, page 574 and in Instrument 1993-20840;
- xviii) Amended and restated restrictions or covenants recorded in Real 265, page 96;
- xix) Amended and restated Greystone Village Declaration of Covenants, Conditions and Restrictions recorded in Instrument 1994-12222 with Articles of Incorporation of Greystone Village Homeowners in Instrument 1993-20847 and amended in Instrument 1996-8823;
- xx) Agreement with Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc recorded in Real 350, page 545;
- xxi) Easement agreement between Daniel Oak Mountain Limited Partnership and School House Properties recorded in Instrument 1993-22409;
- xxii) Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 317, page 260 as amended by Real 319, page 235, Real 346, page 942, Real 378, page 904, Reel 397, page 958, 1992-17890, 1993-3123, 1993-10163, 1993-16982, 1993-20968, 1993-32840, 1994-23329, 1995-08111, 1995-24267, 1995-34231, 1996-19860, 1996-37514, 1996-39737, and 1997-02534; and
- xxiii) Release of damages as recorded in Instrument 1996-40479

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

Stephanie J. Gossett

ENGEL HAIRSTON & JOHANSON, P.C.

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Birmingham, Alabama 35203

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D-6513

