



20170104000002820 1/5 \$28.00
Shelby Cnty Judge of Probate, AL
01/04/2017 10:39:18 AM FILED/CERT

This instrument prepared by:
Ray D. Gibbons, Esq.
Gibbons Graham LLC
100 Corporate Parkway
Suite 125
Birmingham, Alabama 35242

After recording return to:
Members Title, LLC
3009 Firefighter Lane
Birmingham, AL 35209

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is made and entered into as of December 28, 2016, by and between **RISEING TIDE HOMES, LLC**, an Alabama limited liability company, whose address is 830 Linwood Road, Birmingham, Alabama 35222, Attention: Ryan C. Medo (the "Borrower"), and **SERVISFIRST BANK**, an Alabama banking corporation, whose address is 850 Shades Creek Parkway, Birmingham, Alabama 35209, Attention: Ron O. Morrison (the "Bank"). Capitalized terms used herein and not defined shall have the meanings ascribed thereto in that certain Credit Agreement dated as of September 5, 2014 between Borrower and Bank (as amended from time to time, the "Credit Agreement").

WHEREAS, Borrower executed and delivered in favor of Bank that certain Mortgage and Security Agreement, dated as of September 5, 2014, and recorded in the office of the Judge of Probate of Jefferson County, Alabama as Book LR201463 Page 865 (as amended from time to time, the "Mortgage"); and

WHEREAS, Borrower and Bank desire to amend the Mortgage in order to (i) add certain real property as part of the Mortgaged Property under and as defined in the Mortgage, and (ii) decrease the amount secured by the Mortgage from \$3,603,823.60 to \$2,976,900.00 all as hereinafter provided.

NOTE TO RECORDING OFFICE: Mortgage tax was paid on the amount of \$3,435,823.60 upon recording of the Mortgage in Jefferson County, Alabama and \$168,000.00 in Shelby County. The amount of indebtedness secured by the Mortgage is decreasing by \$26,923.60 pursuant to this Amendment, and mortgage tax on such decrease is being paid in Shelby County, Alabama concurrently with the recording of this amendment.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Bank hereby agree that the Mortgage is amended as follows:

1. The Mortgage is hereby amended by adding the real estate described on the attached Exhibit A as part of the Land and the Mortgaged Property (both as defined in the Mortgage).
2. The Mortgage is hereby amended by **decreasing** the amount secured thereby from \$3,603,823.60 to \$2,976,900.00.
3. To secure the Obligations, Borrower does hereby convey, mortgage and warrant, grant, bargain, sell, assign, transfer, pledge and set over, re-convey, re-mortgage and re-warrant, re-grant, re-bargain, re-sell, re-assign, re-transfer, re-pledge and re-set over to Bank, its successors and assigns, a Lien and security interest on, upon and in Borrower's Interest in the Mortgaged Property, including, but not limited to, the Land described on the attached Exhibit A.
4. Except as hereinafter expressly amended, the terms of the Mortgage are hereby ratified and affirmed.
5. In the event of any conflict between the provisions of the Mortgage, as hereby amended, and the provisions of the Credit Agreement, the provisions most favorable to Bank shall control.

* * * * *



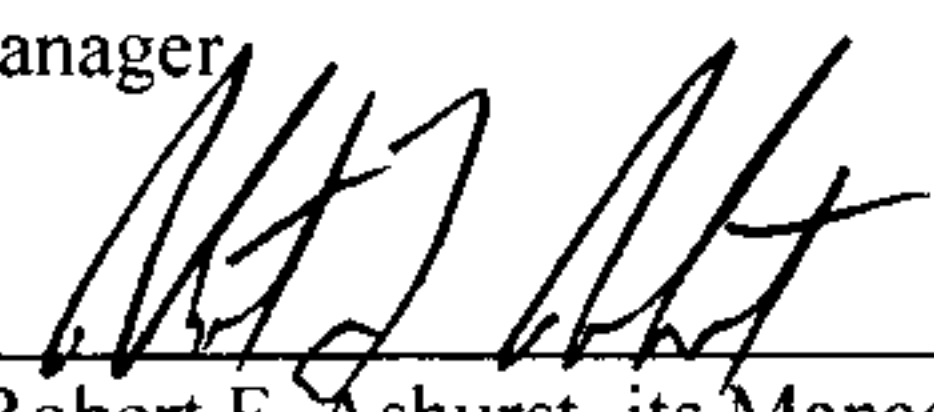
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

BORROWER:

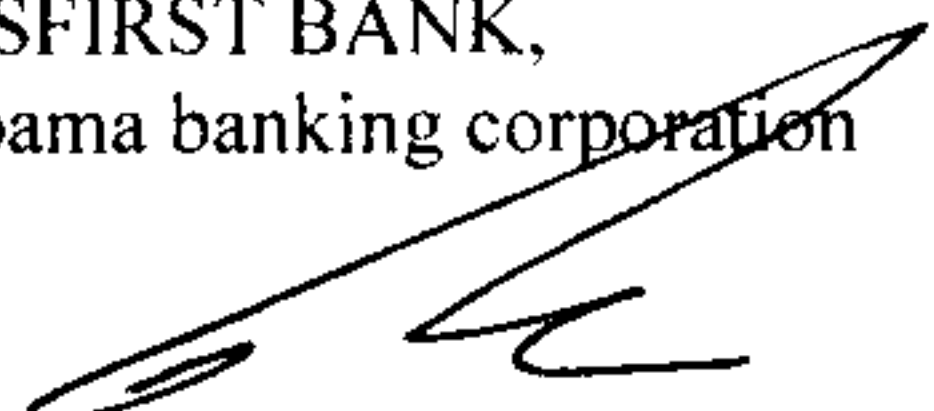
RISEING TIDE HOMES, LLC,
an Alabama limited liability company

By: RTO I, LLC,
an Alabama limited liability company,
its Manager

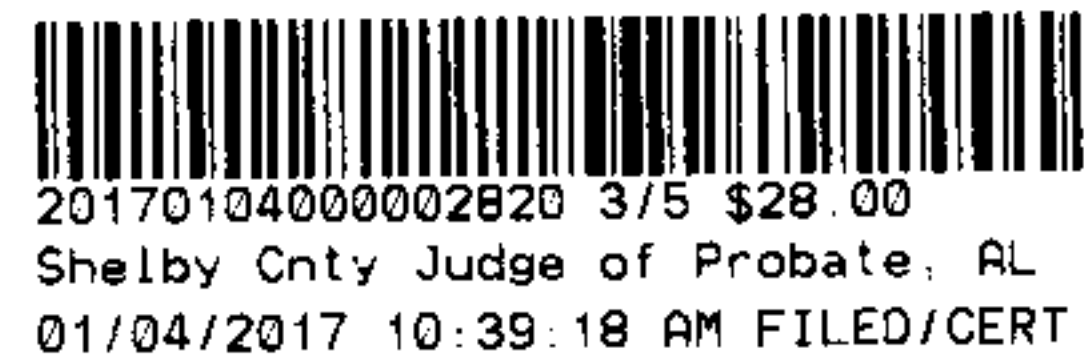
By: 
Robert F. Ashurst, its Manager

BANK:

SERVISFIRST BANK,
an Alabama banking corporation


By: 
Its: SVP

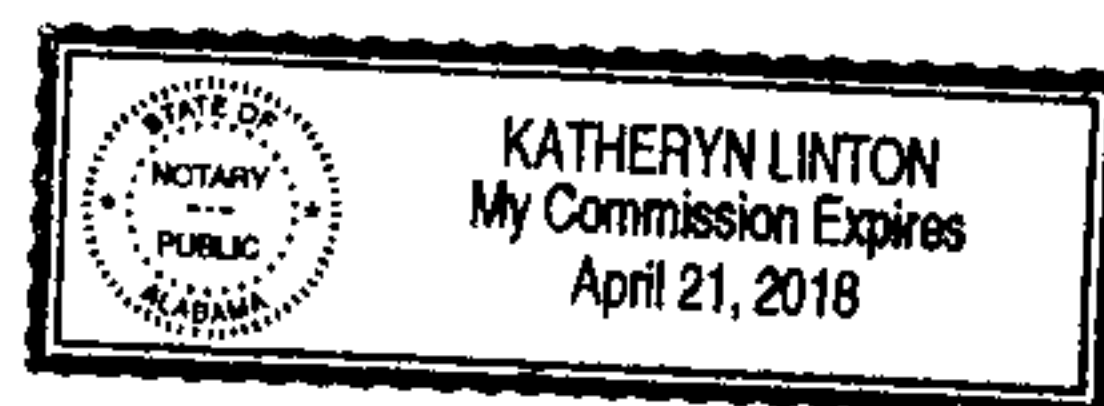
STATE OF ALABAMA
COUNTY OF JEFFERSON



I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert F. Ashurst, whose name as Manager of RTO I, LLC, an Alabama limited liability company, in its capacity as the Manager of Rising Tide Homes, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of such limited liability company in its capacity as aforesaid.

Given under my hand and official seal, this, the 28 day of December, 2016.

 [SEAL]
Notary Public
My Commission Expires: 4/21/2018



STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ron Morrison, whose name as Senior Vice President of ServisFirst 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 Alabama banking corporation.

Given under my hand and official seal, this the 28 day of December, 2016.

Kathryn Linton [SEAL]
Notary Public
My Commission Expires: 4/21/2018



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EXHIBIT A

Parcel 1: 2063 Roszburg Place, Calera, AL 35223

Lot 138, according to the Survey of Roszburg Townhomes, as recorded in Map Book 36, Page 18, in the Probate Office of Shelby County, Alabama.

Parcel 2: 205 Willow Creek South Circle, Alabaster AL 35007 File M150492AN, Dated 11/4/2016

Lot 5, according to the Survey of Willow Creek South, as recorded in Map Book 23, Page 102, in the Probate Office of Shelby County, Alabama.

For Informational Purposes only:

1. Restrictions, covenants, building lines, setbacks and easements as shown on that certain Plat Map recorded in Map Book 23, Page 102, in the Probate Office of Shelby County, Alabama.
2. Taxes for the year 2016 are due in the amount of \$1566.00. Parcel ID 13-7-26-4-003-005.000.



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