

*This is being re-recorded to correct the
lot number.

This instrument was prepared by and
after recording should be returned to:
Emmanuel Sheppard & Condon
John W. Monroe, Jr.
30 S. Spring St.
Pensacola, FL 32502
A0458-138568

20161220000464400 1/4 \$25.00
Shelby Cnty Judge of Probate, AL
12/20/2016 01:05:54 PM FILED/CERT

20170130000035070 1/4 \$25.00
Shelby Cnty Judge of Probate, AL
01/30/2017 11:10:20 AM FILED/CERT

NOTE TO PROBATE CLERK: This Amendment to Mortgage is being filed to add additional collateral for the indebtedness secured by the Mortgage referenced herein. No Mortgage tax is due.

MODIFICATION AND MORTGAGE SPREADER AGREEMENT

This Mortgage Modification and Spreader Agreement (this "Mortgage Spreader") is made this 19th day of December, 2016 (the "Effective Date"), by **ADAMS HOMES L.L.C.**, an Alabama limited liability company, whose address is 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563, and pertains to the Mortgage and Security Agreement as modified and amended from time to time previously given to **SYNOVUS BANK**, a Georgia banking corporation (the "Mortgagee"), whose mailing address is 1148 Broadway (PO Box 120), Columbus, Georgia 31901 (31902).

Recitals:

A. The Mortgagor executed and delivered to the Mortgagee the Mortgage ("Prior Mortgage") dated April 1, 2016, securing the principal amount of \$15,000,000.00 and recorded in Instrument No. 1564120, of the records of the Judge of Probate of Baldwin County, Book 2016, Page 19507, of the records of the Judge of Probate of Limestone County, Book LR7367, Page 1689, of the records of the Judge of Probate of Mobile County, Book 2016, Page 11811, of the records of the Judge of Probate of St. Clair County, and Instrument # 20160414000121760, of the records of the Judge of Probate of Shelby County, all in the State of Alabama, to secure the real property described in the Mortgage which secures a Revolving Line of Credit Note in the amount of \$15,000,000.00 (the "Construction Note"). The Mortgage, as such may be amended, modified and spread from time to time continues to secure the real property described therein (the "Mortgaged Property").

C. As additional security, the Mortgagor has agreed to spread the lien of the Mortgage to include the properties shown below and further legally defined on the attached **Exhibit A**, to-wit::

Lot/Block	Phase/Unit	Address	Parcel ID #
193/		126 Hillcrest Dr., Montevallo, Alabama 35115	237350007048000

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants contained in this Spreader and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor agrees as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into this Mortgage Spreader.


2. Additional Mortgaged Property. The Mortgage is hereby amended to include and spread the lien of the Mortgage to the property described on the attached Exhibit A (the "Additional Mortgaged Property"). The Additional Mortgaged Property shall be encumbered by the Mortgage and subject to all of the covenants, terms and provisions of the Mortgage, the Mortgagor hereby giving, bargaining, selling, warranting, alienating, remising, releasing, conveying, assigning, transferring, mortgaging, hypothecating, depositing, pledging, setting over, and confirming unto the Mortgagee all of the Mortgagor's estate, right, title and interest in, to and under the Additional Mortgaged Property, all to the same end and with the same force and effect as if included at the time the Mortgage was executed and delivered. As to the Additional Mortgaged Property, the Mortgagor makes all representations and warranties in the Loan Documents originally applicable to the Mortgaged Property, and agrees that the Additional Mortgaged Property shall be subject to all covenants and provisions of the Loan Documents as if originally subject to the Loan Documents.


3. Reconfirmation of Remaining Provisions of the Mortgage. All of the other terms, conditions, stipulations and provisions of the Mortgage, except as modified in this Mortgage Spreader, shall remain in full force and effect, and the Mortgaged Property shall remain encumbered by this Mortgage and shall secure the Note, and nothing contained in this Mortgage Spreader shall in any way impair the security now held by the Mortgagee for the aforesaid indebtedness.

4. Operation as Modification. The Mortgagor intends this Mortgage Spreader to operate only as a spreader to the Mortgage and does not intend that a new mortgage be created by this Mortgage Spreader.

5. Divisibility. This instrument shall not constitute a novation and shall in no way adversely affect the lien or security instrument priority of the Mortgage. In the event that this Mortgage Spreader, or any part of this Mortgage Spreader, shall be construed by a court of competent jurisdiction as operating to affect the lien or security interest priority of the Mortgage over claims which would otherwise be subordinate to the Mortgage, then to the extent that third parties acquiring an interest in such property between the time of execution of the Mortgage and the execution of this Mortgage Spreader are prejudiced thereby, this Mortgage Spreader, or such portion of this Mortgage Spreader as shall be so construed, shall be void and of no force and effect, and this Mortgage Spreader shall constitute a subordinate lien on the Additional Mortgaged Property, and the Mortgage shall then be enforced pursuant to the terms contained in the Mortgage, independent of this Mortgage Spreader. Provided, however, that notwithstanding the foregoing, the Mortgagor shall be bound by all terms and conditions of this Mortgage Spreader until all indebtedness evidenced by the Mortgage has been satisfied in full.

6. Benefit. This Mortgage Spreader shall be binding upon and shall inure to the benefit of the Mortgagor, its respective heirs, devisees, personal representatives, successors and assigns, except as may be restricted by the Note and the Mortgage.


20170130000035070 2/4 \$25.00
Shelby Cnty Judge of Probate, AL
01/30/2017 11:10:20 AM FILED/CERT

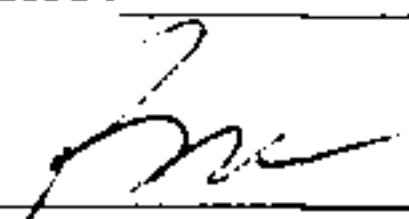

201612200000464400 2/4 \$25.00
Shelby Cnty Judge of Probate, AL
12/20/2016 01:05:54 PM FILED/CERT

7. Miscellaneous. The term "Mortgagor", as used in this Mortgage Spreader, shall include the plural as well as the singular, as the context may require.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage Spreader as of the Effective Date.


Signed, sealed and delivered in the presence of:


Signature of witness
Print name: **MARY C. HART**


Signature of witness
Print name: **REBECCA F. KATES**

MORTGAGOR:

ADAMS HOMES, LLC, an Alabama limited liability company

By: 
Print name: Glenn H. Schneiter
Title: Assistant Controller

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, the undersigned authority, in and for said County in said State, hereby certify that Glenn H. Schneiter as Assistant Controller of Adams, LLC, is signed to the foregoing document in its capacity as sole member of Adams Homes, LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 19th day of December, 2016.


Signature of Notary Public

Print name: _____

My commission expires: _____



REBECCA F. KATES
Notary Public, State of Florida
My Comm. Expires Oct. 20, 2017
Commission No. FF 53559



20170130000035070 3/4 \$25.00
Shelby Cnty Judge of Probate, AL
01/30/2017 11:10:20 AM FILED/CERT



201612200000464400 3/4 \$25.00
Shelby Cnty Judge of Probate, AL
12/20/2016 01:05:54 PM FILED/CERT

EXHIBIT A
to Mortgage Spreader

Borrower/Mortgagor: Adams Homes, LLC
Lender/Mortgagee: Synovus Bank

**Legal Description of
Additional Mortgaged Property**

Parcel ID #	Legal Description
237350007048000	Lot 193, according to the plat of The Lakes at Hidden Forest Phase 1, recorded in Map Book 36, Page 115, as recorded in the Office of the Judge of Probate of Shelby County, Alabama.



20161220000464400 4/4 \$25.00
Shelby Cnty Judge of Probate, AL
12/20/2016 01:05:54 PM FILED/CERT



20170130000035070 4/4 \$25.00
Shelby Cnty Judge of Probate, AL
01/30/2017 11:10:20 AM FILED/CERT