

NOTE TO PROBATE COURT:

The recording tax should be computed
on the Additional Loan of \$1,856,999.00.

*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

AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Amendment"), is made and entered into as of the 1st day of March, 2017, by and between **NEWCASTLE DEVELOPMENT, 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 Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00) (the "Loan") as evidenced by that certain Promissory Note in the amount of \$3,200,000.00 dated June 15, 2016, 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, Assignment of Rents and Security Agreement dated June 15, 2016, recorded June 20, 2016 at Instrument Number 20160620000210370 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Mortgage").

The Mortgage and the Amendment to Mortgage are hereinafter referred to as the "Security Documents."

Borrower has requested an additional loan in the principal amount of \$1,856,999.00 (the "Additional Loan") executed and delivered to Lender simultaneously herewith a Promissory Note (the "Promissory Note") of even date herewith. As one of the conditions for Lender extending the Additional Loan, Lender requires that this Amendment to the Mortgage be executed, delivered and recorded.

The Mortgage is a valid and enforceable lien upon the Premises.

AGREEMENT

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 Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00)" in each place that the same appears, and substituting in lieu thereof the words and figures "Five Million Fifty Nine Thousand Nine Hundred Ninety Nine and No/100 Dollars (\$5,059,999.00)."

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 Agreement.

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.

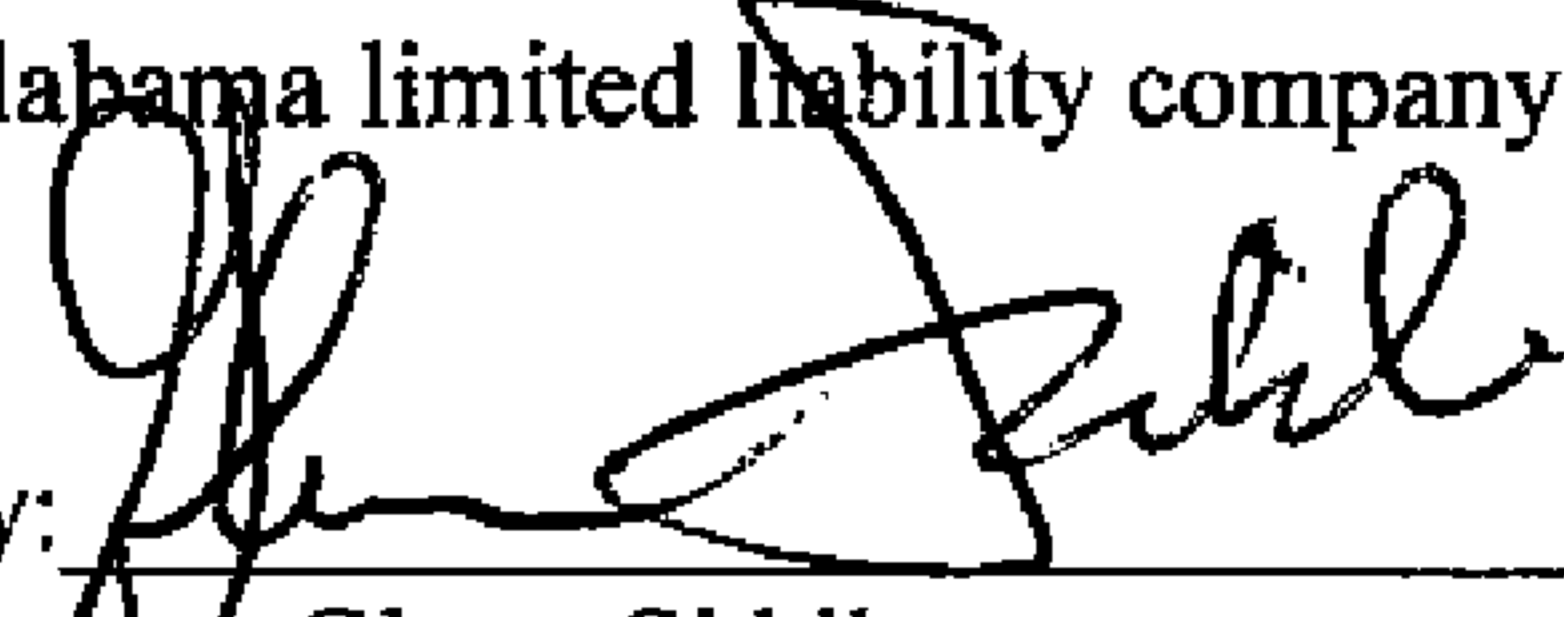
6. Borrower hereby (a) ratifies and confirms the lien, conveyance and grant contained in and created by the Security Documents, and the terms and conditions of the Security Documents, as the same is amended and modified in this Agreement, and (b) agrees that nothing contained in this Agreement is intended to or shall impair the lien, conveyance and grant of the Security Documents as the same is amended and modified.

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

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


BORROWER:

NEWCASTLE DEVELOPMENT, LLC, an
Alabama limited liability company

By: 
Name: Glenn Siddle
Title: Manager

LENDER:

SERVISFIRST BANK, an Alabama banking
corporation

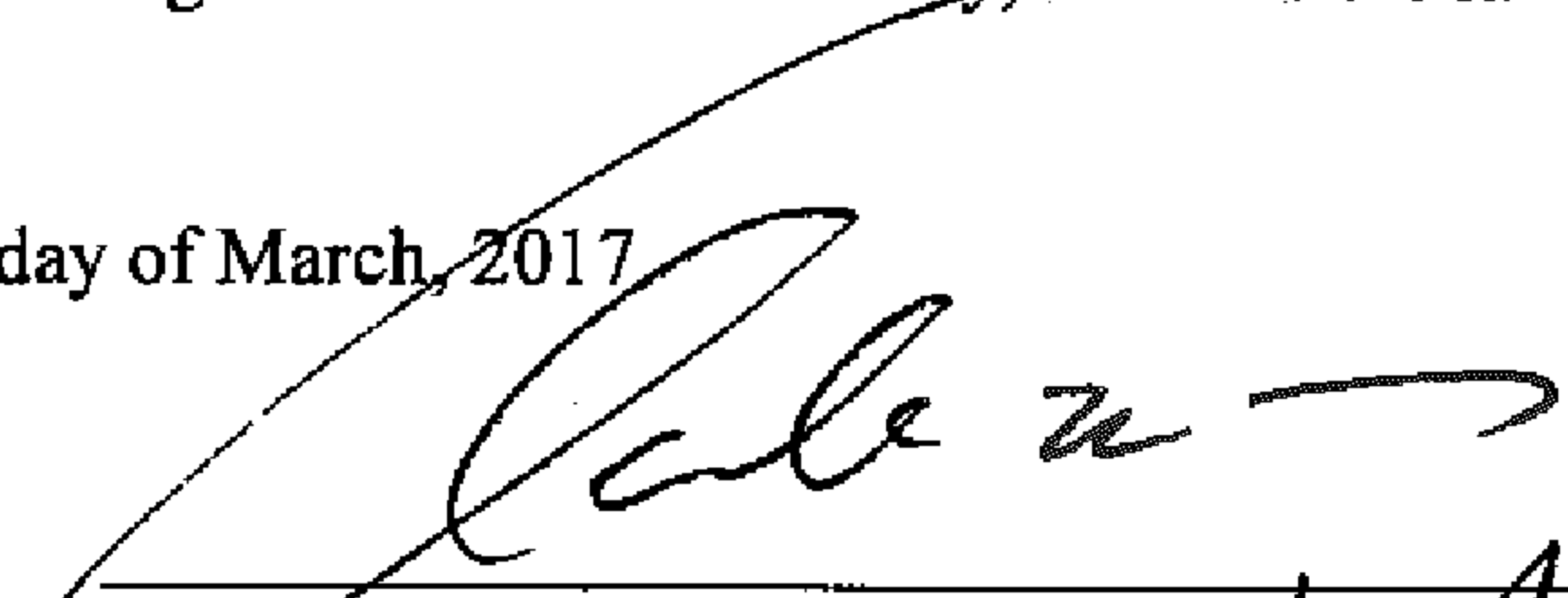
By: 
Name: Clark Zinsmeister
Title: Vice President

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Glenn Siddle, whose name as Manager of **NEWCASTLE DEVELOPMENT, 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 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 1st day of March, 2017




NOTARY PUBLIC


My Commission Expires: 12/24/2019

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Clark Zinsmeister, whose name as 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 as such officer and with full authority, executed the same for and as the act of said bank.

Given under my hand and official seal this 1st day of March, 2017.




NOTARY PUBLIC
My Commission Expires: 12/28/2019



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/02/2017 09:53:32 AM
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