


THIS INSTRUMENT PREPARED BY:

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20170302000072360 1/3 \$1275.60
Shelby Cnty Judge of Probate: AL
03/02/2017 10:26:59 AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

NOTE TO JUDGE OF PROBATE: THIS AMENDMENT AMENDS THAT CERTAIN MORTGAGE AND SECURITY AGREEMENT DATED SEPTEMBER 27, 2012, EXECUTED BY THE BORROWER IN FAVOR OF THE LENDER, RECORDED ON SEPTEMBER 28, 2012 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN INSTRUMENT #20120928000371490, AND IS BEING RECORDED TO EVIDENCE THE READVANCE OF \$836,352.56 OF THE AMOUNT OF DEBT SECURED THEREBY. THIS AMENDMENT LIKEWISE AMENDS THAT CERTAIN ASSIGNMENT OF RENTS AND LEASES DATED SEPTEMBER 27, 2012, EXECUTED BY THE BORROWER IN FAVOR OF THE LENDER, RECORDED ON SEPTEMBER 28, 2012 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN INSTRUMENT #20120928000371500.

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "Amendment") is made as of January 31, 2017 (the "Effective Date"), by VULCAN PANEL PRODUCTS, LLC, an Alabama limited liability company (the "Borrower"), and SERVISFIRST BANK, a state banking corporation (the "Lender").

Recitals

A. The Lender has previously made a loan to the Borrower in the original maximum principal amount of \$2,430,000.00 (the "Loan"). The Loan is evidenced by that certain Promissory Note dated September 27, 2012 executed by the Borrower in favor of the Bank in said principal amount (as amended, the "Note").

B. The Loan is secured by, among other things, a lien on the Borrower's interest in certain real estate located in Shelby County, Alabama, pursuant to that certain Mortgage and Security Agreement dated September 27, 2012 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument #20120928000371490 (the "Mortgage") and that certain Assignment of Rents and Leases dated September 27, 2012 and recorded on September 28, 2012 in the Office of the Judge of Probate of Shelby County, Alabama in Instrument #20120928000371500 (the "Assignment").

C. The current outstanding balance on the Loan is \$1,252,647.44, and the Borrower has now requested that the Lender readvance a portion of the funds previously advanced to the Borrower in the amount of \$836,352.56 (the "Readvanced Funds").

D. In connection with the Readvanced Funds, the Lender and the Borrower have agreed to amend the terms of the Mortgage as provided herein.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Amendment, effective as of the Effective Date, the Borrower and the Lender hereby agree as follows:


1. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Mortgage, as amended by this Amendment.

2. The amount of the Loan referenced in the second paragraph on page 1 of the Mortgage is hereby amended to be Two Million Eighty Nine Thousand and no/100 Dollars (\$2,089,000.00).

3. Except as specifically modified and amended hereby, the Mortgage shall remain in full force and effect in accordance with their respective terms.

4. Any provision of this Amendment or any other Loan Document referenced herein that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[Signature(s) on following page(s)]


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IN WITNESS WHEREOF, the undersigned has executed this Amendment or caused this Amendment to be executed in its name and on its behalf by its duly authorized representative, all as of the date first set forth above.

BORROWER:

Vulcan Panel Products, LLC,
an Alabama limited liability company

By: Philip J. Smith
Name: Philip J. Smith
Title: Manager

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Philip J. Smith whose name as a Manager of VULCAN PANEL PRODUCTS, 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 voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 31st day of January, 2017.

Justin G. Sene
Notary Public

AFFIX SEAL

My commission expires: 10 25 - 2020



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