

STATE OF ALABAMA  
SHELBY COUNTY

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

**THIS AMENDMENT** amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "**Mortgage**") executed on March 8, 2012, by SECURE STORAGE II, L.L.C., an Alabama limited liability company, whose address is 900 Keystone Court, Pelham, Alabama 35124 (hereinafter the "**Mortgagor**") in favor of OAKWORTH CAPITAL BANK, whose address is 2100A Southbridge Parkway, Suite 445, Birmingham, Alabama 35209 (hereinafter "**Lender**").

**WHEREAS**, the Mortgage was recorded March 13, 2012, as Instrument No. 20120313000086980 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto (the "**Mortgaged Property**").

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$673.65 was paid based upon a maximum principal indebtedness of \$417,018.00.

**WHEREAS**, the Mortgage secured a promissory note executed by Mortgagor in the original principal amount of \$417,018.00 dated March 8, 2012, and all extensions, modifications, amendments and renewals thereof (collectively the "**Note**").

**WHEREAS**, proceeds from the Note were used for the acquisition of the Mortgaged Property and any improvements located thereon; and

**WHEREAS**, Borrower has requested Lender to lend and/or make advances of an additional \$146,582.00 for refinancing commercial obligations to be secured by the Mortgaged Property, and Lender is agreeable to making such loan, provided Mortgagor, among other things enters into this Amendment, and cause this additional advance to be secured by the Mortgage.

**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. **Increase of Obligations Secured.** Henceforth the Mortgage shall specifically secure not only the Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$146,582.00 made in connection herewith to Borrower, and all the interest thereon. The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the Note executed on March 8, 2012, in the original principal amount of \$417,018.00, together with all interest thereon, and all extensions and renewals thereof, but also the \$146,582.00 advance or loan being made in connection herewith, along with all interest thereon, and all extensions, and renewals thereof.

**NOTES TO CLERK: (1) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE IS HEREBY INCREASED BY AN AMOUNT EQUAL TO ONE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED EIGHTY-TWO AND 00/100 DOLLARS (\$146,582.00); (2) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE, AS AMENDED HEREBY, IS FIVE HUNDRED SIXTY-THREE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$563,600.00); AND (3) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20120313000086980 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

2. **Amendments.** In addition hereto, Mortgagor further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited:


(a) **Books and Records.** Lender and Mortgagor hereby agree to amend Section 34 of the Mortgage so that Mortgagor's obligations with respect to Books and Records shall be the same as required in the Loan Agreement delivered by Mortgagor to Lender on the same date hereof.

3. **Further Action.** Mortgagor 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.

4. **Continuing Validity.** 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 18 day of April, 2017, effective March 8, 2017.

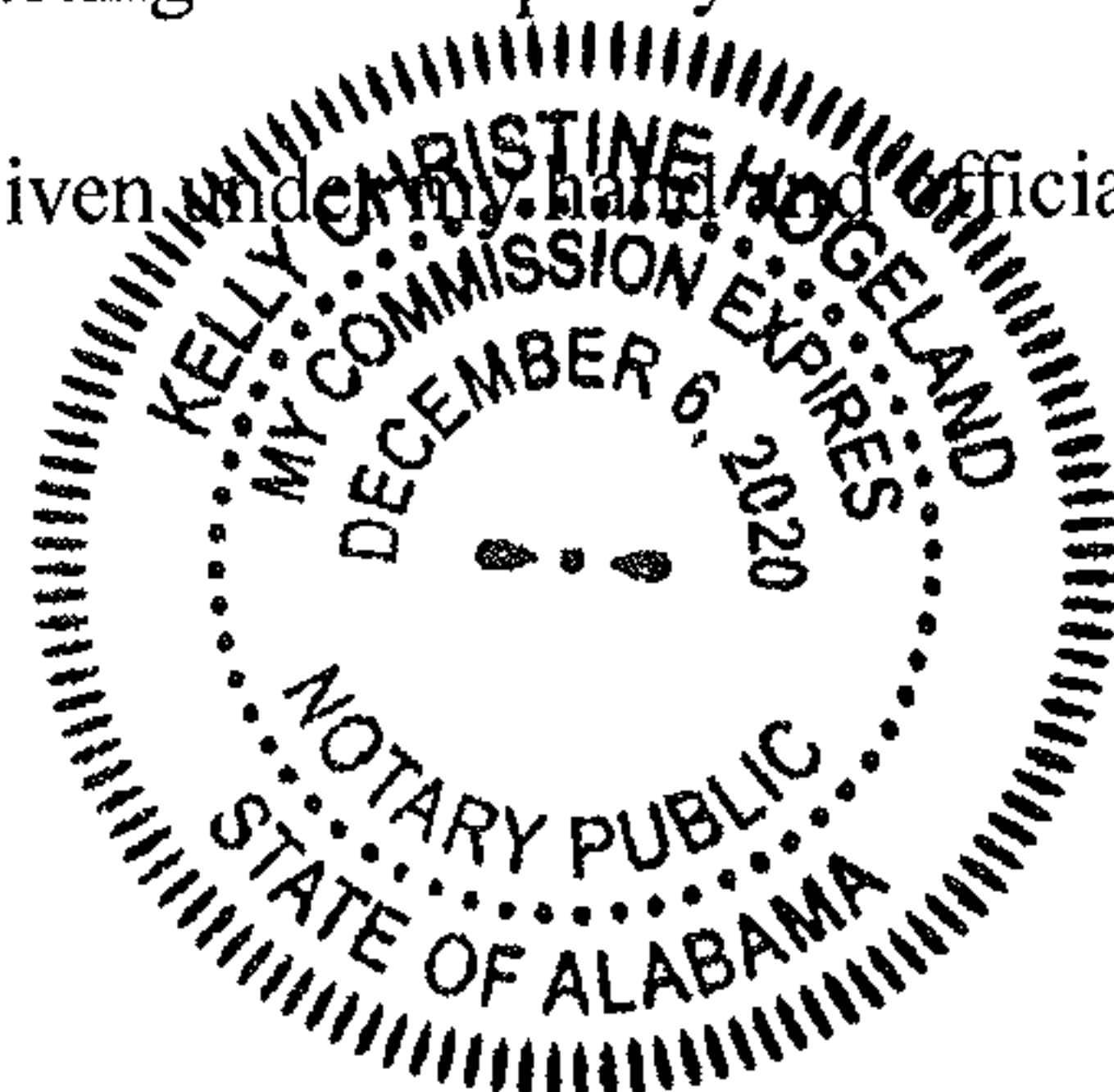
SECURE STORAGE II, L.L.C., an Alabama limited liability company

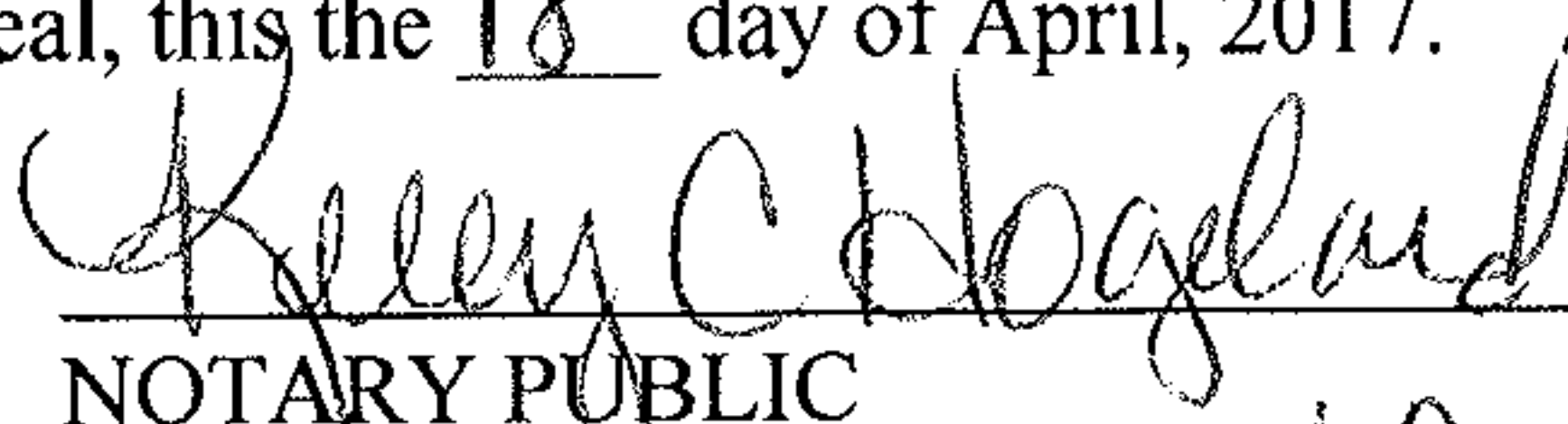
By:   
Print Name: C. Amos Mitchim  
Title: Manager

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. Amos Mitchim, whose name as Manager of SECURE STORAGE II, L.L.C., 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, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 18 day of April, 2017.



  
NOTARY PUBLIC  
My Commission Expires: 12-6-20

[LENDER'S CONSENT CONTAINED ON FOLLOWING PAGE.]

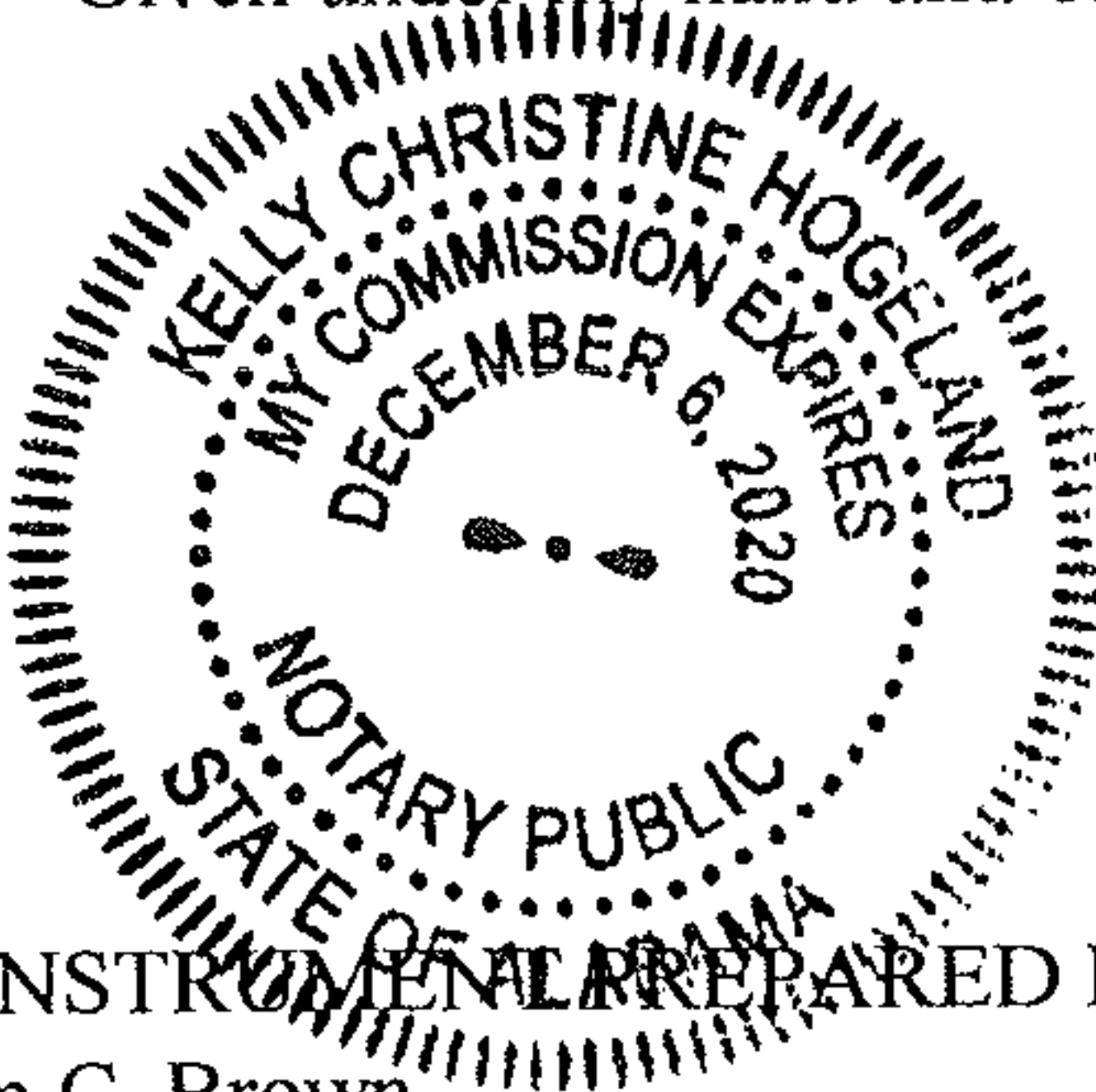
OAKWORTH CAPITAL BANK

By: [Signature]  
Name: Reese Kincaid  
Title: Managing Director

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Reese K. Kincaid, whose name as Managing Director of the OAKWORTH CAPITAL 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, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 18 day of April, 2017.



[Signature]  
NOTARY PUBLIC  
My Commission Expires: 12-6-20

THIS INSTRUMENT PREPARED BY:  
William C. Brown  
ENGEL, HAIRSTON & JOHANSON, P.C.  
P.O. Box 11405  
Birmingham, Alabama 35202  
(205)328-4600



## EXHIBIT "A"

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 20 South, Range 3 West, and being more particularly described as follows:

Commence at the Northwest corner of Section 25, Township 20 South, Range 3 West; thence South 87 degrees, 57 minutes, 19 seconds East along the Northerly boundary of the Northwest 1/4 of the Northwest 1/4 of said Section a distance of 584.29 feet; thence South 7 degrees, 23 minutes, 22 seconds East a distance of 139.42 feet to the point of beginning; thence continue along the last described course a distance of 237.88 feet; thence North 86 degrees, 34 minutes, 34 seconds West a distance of 7.71 feet; thence South 6 degrees, 10 minutes, 16 seconds East a distance of 96.66 feet; thence North 90 degrees, 00 minutes, 00 seconds West a distance of 430.77 feet to a point on the Easterly boundary of a CSX Transportation Railroad right of way; thence North 0 degrees, 05 minutes, 17 seconds East along said right of way a distance of 325.35 feet; thence North 89 degrees, 06 minutes, 21 seconds East and leaving said right of way a distance of 132.80 feet to a point on a proposed public street right of way, said point lying on a curve to the left having a radius of 60.00 feet and a central angle of 83 degrees, 47 minutes, 42 seconds; thence along said proposed right of way and the arc of said curve a distance of 87.75 feet, said arc subtended by a chord which bears South 57 degrees, 56 minutes, 11 seconds East a distance of 80.14 feet to the end of said arc; thence North 89 degrees, 06 minutes, 21 seconds East and leaving said right of way a distance of 184.09 feet to the point of beginning.

**SUBJECT TO:** i) taxes and assessments for the year 2017 and subsequent years, constituting a lien but not yet payable; ii) Easement along East lot line as shown on map recorded in Map Book 21, Page 62; iii) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 303, Page 226; iv) Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 102, Page 204, Deed Book 170, Page 245 and Deed Book 172, Page 426; v) Right of Way to Shelby County as recorded in Deed Book 167, Page 357; vi) Less and except any part of subject property lying within the right of way of a public road; and vii) 15 foot sanitary sewer easement along 10 foot storm sewer easement, easement of varying width along East lot line, creek along South lot line, as shown on survey by Laurence D. Weygand, dated February 27, 2012.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
04/19/2017 11:02:06 AM  
\$243.90 CHERRY  
20170419000132320

A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the official text.