

This instrument prepared by:
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20170525000183350
05/25/2017 12:53:22 PM
MORTAMEN 1/3

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This Amendment to Mortgage and Security Agreement (the "Amendment") is entered into as of this 24th day of April, 2017.

DAL Properties, LLC, ("Borrower") has made and delivered to **Richard Ruch** ("Lender"), a Mortgage and Security Agreement as the same may be extended, renewed, amended or modified (as so extended, renewed, modified or amended, the "Mortgage") dated March 14, 2011, as recorded in Instrument No. 20110317000086700, and modified as recorded in Instrument No. 20111103000329940, and further modified in Instrument No. 20120711000247340, and further modified in Instrument No. 20121204000463750, and further modified in Instrument No. 20131031000430050, and further modified in Instrument No. 20140206000034750, and further modified in Instrument No. 20140623000188620, and further modified in Instrument No. 20141124000367870 and further modified in Instrument No. 20150420000125630 and further modified in Instrument No. 20150930000342340 and further modified in Instrument No. 20160527000182040, in the Probate Office of Shelby County, Alabama, in order to secure a Promissory Note from Borrower as the same may be extended, renewed, amended or modified (as so extended, renewed, modified or amended, the "Note") evidencing a loan in the principal amount of Two million and no/100 (\$2,000,000.00) outstanding from time to time, interest thereon and certain other indebtedness and obligations of the Borrower from time to time owing to Lender. Capitalized terms used herein and not defined have the meanings set forth in the Mortgage.

Borrower and Lender mutually desire to amend the above described mortgage in order to increase the loan amount.

NOW, THEREFORE, in consideration of the above provisions, and in further consideration of the mutual covenants contained in the Amendment, the parties agree as follows:

1. **Amendments to Mortgage:** The mortgage is hereby amended to add the following property:

Lots 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152 and 2153, Kirkwall, Phase III, in Ballantrae, as recorded in Map Book 47, Page 71, in the Probate Office of Shelby County, Alabama.

Lots 18 and 19, according to the Map and Survey of Chelsea Reserve, as recorded in Map Book 47, Page 87, in the Office of the Judge of Probate of Shelby County, Alabama.

2. **Continued Effectiveness of Documents:** In all other respects, the Mortgage shall remain unchanged and in full force and effect, and Borrower affirms that it has no offsets or defenses to its obligations pursuant to the Mortgage or other documents executed in connection therewith.

3. **Document^{2/3} Taxes and Other Charges:** In the event any taxing authority shall require any additional mortgage recording tax or filing fees or impose any interest or penalties incident to this Amendment, Borrower will promptly pay the same. Borrower also agrees to pay any title insurance premium or charges to amend the mortgage.

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

BORROWER:

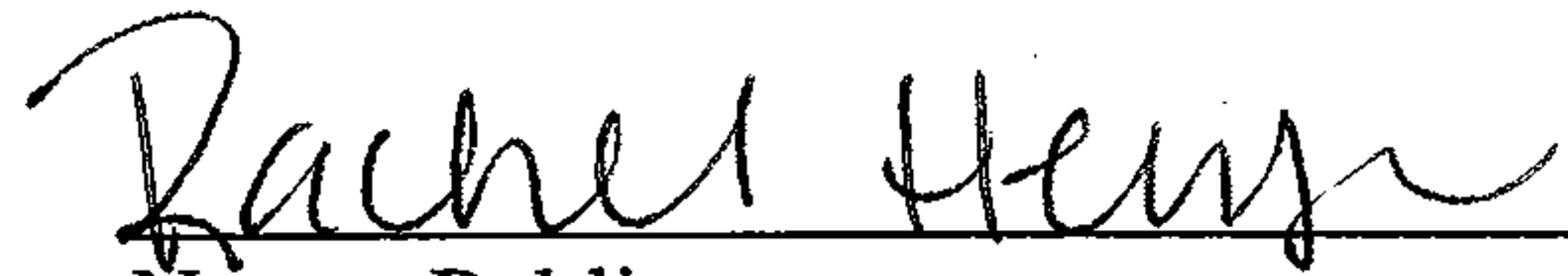
DAL Properties, LLC


By: Dallon Ruch, Its: Member

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dallon Ruch, whose name as Member of DAL Properties, LLC, a 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 this instrument, he, as such officer and with full authority executed the same voluntarily for and as act of said limited liability company.

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


Notary Public
My Commission Expires: 9/18/18

^{3/3}
The undersigned hereby consents to the Amendment.

LENDER:
Richard Ruch

Richard Ruch

STATE OF *Florida*
COUNTY OF *Duval*

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard Ruch whose name 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this *24th* day of *April*, 2017.



Linda W. Heal
Notary Public
My Commission Expires: *Sept 11, 2017*



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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James W. Fuhrmeister