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__This Instrument Prepared by__:

Matthew D. Evans, Esq.
Marks & Associates, P.C.
400 Century Park South, Suite 100
Birmingham, Alabama 35202

NOTICE TO RECORDER:

THIS AGREEMENT AMENDS A PREVIOUSLY RECORDED MORTGAGE WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, RECORDED AS INSTRUMENT NUMBER 20170309000080280, UPON WHICH MORTGAGE RECORDING TAXES HAVE PREVIOUSLY BEEN PAID ON INDEBTEDNESS OF $1,538,000.00. THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED THEREBY IS BEING INCREASED BY THIS AGREEMENT TO THE MAXIMUM PRINCIPAL AMOUNT OF $1,680,000.00; THEREFORE, MORTGAGE RECORDING TAX ON THE INCREASE ONLY IS DUE RESULTING IN AN AMOUNT OF $213.00; WITH SUCH AMOUNT BEING PAID BY BORROWER IN CONNECTION HEREWITH.

FIRST AMENDMENT AND MODIFICATION TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT AND MODIFICATION TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (this "Agreement") is made as of December 20, 2017 and executed by **BIG BRASS PROPERTIES, INC.,** an Alabama corporation, whose address is 100 Canyon Park Circle, Suite C, Pelham, Alabama 35124, Attention: Mr. Christopher B. Smiley (the "Borrower"), in favor of **SERVISFIRST BANK**, a banking corporation organized under the laws of the State of Alabama, whose address is c/o ServisFirst Bank, 2500 Woodcrest Place, Birmingham, Alabama 35209, Attention: Mr. Cameron Bishop (the "Bank"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in that certain Credit Agreement of dated as of March 8, 2017 between Borrower and Bank (as amended by the First Amendment to Credit Agreement dated as of even date herewith and other such amendments or modifications from time to time, the "Credit Agreement"). The legal description of the Mortgaged Property is attached hereto as Exhibit A..

__W I T N E S S E T H:__

WHEREAS, Borrower has made and delivered to Bank a Mortgage, Security Agreement and Fixture Filing as the same may be extended, renewed, amended or modified dated as of March 8, 2017 and respectively recorded as of March 9, 2017 in Instrument # 20170309000080280 in the Office of the Judge of Probate of Shelby County, Alabama (as so extended, renewed, modified or amended by this Agreement the "Mortgage") in order to secure a Note from Borrower as the same may be extended, renewed, amended or modified (as so extended, renewed, modified or amended by the Amended and Restated Promissory Note dated as of even date herewith evidencing a loan in the principal amount of up to ONE MILLION SIX HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($1,680,000.00) or such portion thereof as has been disbursed from time to time under the provisions of the Credit Agreement, such indebtedness being evidenced by the Note,

WHEREAS, Borrower has requested and Bank has agreed to amend the Mortgage as provided for in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the mutual covenants contained herein, Borrower and Bank do hereby agree as follows:

ARTICLE I: **AFFIRMATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.

ARTICLE II. **AMENDMENTS TO THE MORTGAGE.** The Mortgage is hereby amended as follows:

2.01 Increase of Secured Obligations to $1,680,000.00. All references to the amount of Obligations and indebtedness secured by the Mortgage shall mean an amount equal to the principal sum of ONE MILLION SIX HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($1,680,000.00).

2.02 Amendment to Defined Term of Credit Agreement. The definition of "Credit Agreement" is hereby deleted in its entirety and is replaced with the following:

"Credit Agreement" shall mean that certain Credit Agreement of dated as of March 8, 2017 between Borrower and Bank (as amended by the First Amendment to Credit Agreement dated as of even date herewith and other such amendments or modifications from time to time

ARTICLE III. MISCELLANEOUS

3.01 Payment and Performance of Loan Documents & Mortgage. The Mortgage and other Loan Documents are hereby ratified and affirmed and remain in full force and effect, other than the modifications reflected herein. The execution and delivery hereof shall not constitute a novation or modification of the lien, encumbrance or security of the Mortgage. Borrower will perform, observe and comply with all the provisions hereof, and the Mortgage and each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Note, together with interest thereon, and all other sums of money required to be paid by Borrower.

3.02 Successors and Assigns; Assignment This Mortgage shall be binding upon Borrower and Bank and their respective successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of Borrower and Bank and their respective successors and assigns and any holder of the Obligations. This Agreement is assignable by Bank and any assignment of this Agreement by Bank shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Bank

3.03 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 thereon or incidental thereto, Borrower agrees to promptly pay the same. Borrower also agrees to pay any title insurance charges or premium in relation hereto.

3.04 Notices. All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Credit Agreement.

3.05 Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Alabama

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IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the day and year first above written.

BIG BRASS PROPERTIES, INC.,
an Alabama corporation

Christopher B. Smiley, its President

STATE OF ALABAMA §

COUNTY OF JEFFERSON §

I, the undersigned in and for said County in said State, hereby certify that Christopher B. Smiley whose name as President of BIG BRASS PROPERTIES, INC., an Alabama corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal, this the 20th day of ~~March~~ December 2017.

Notary Public
My Commission Expires:

CAMERON GAVIN BISHOP
My Commission Expires
March 16, 2018

STATE OF ALABAMA NOTARY PUBLIC

[SEAL]

EXHIBIT "A"

(DESCRIPTION OF LAND)

Lot 3B2, according to the Final Plat Resurvey of Lot 3B, Pelham Town Center, as recorded in Map Book 47, page 57, in the Probate Office of Shelby County, Alabama.

Together with a perpetual, mutual, reciprocal and non-exclusive easement and right-of-way as granted in that certain Access and Utility Easement Agreement recorded in Instrument 20170309000080310, in the Probate Office of Shelby County, Alabama.