


This instrument prepared by
and after recording return to:

Ray D. Gibbons, Esq.
Gibbons Law LLC
100 Corporate Parkway, Suite 125
Birmingham, Alabama 35242


20180112000014300 1/8 \$561.00
Shelby Cnty Judge of Probate, AL
01/12/2018 04:02:29 PM FILED/CERT

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (the "Amendment"), is made and entered into as of December 11, 2017, among **TBR, INC.**, an Alabama corporation (the "Borrower"), **THORNTON I-65 HOLDINGS, LLC**, an Alabama limited liability company (the "Accommodation Mortgagor"), both of whose address is c/o Thornton, Inc., 5300 Cahaba River Road, Suite 200, Birmingham, Alabama 35243, Attention: Mr. William L. Thornton III (Borrower and Accommodation Mortgagor hereinafter referred to collectively as the "Mortgagors" and each singularly as a "Mortgagor"), and **SERVISFIRST BANK**, an Alabama banking corporation, whose address is 2500 Woodcrest Place, Birmingham, Alabama 35209, Attention: Clark Zinsmeister (the "Bank"). Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in the Mortgage (as hereinafter defined).

WHEREAS, Mortgagors executed and delivered in favor of Bank that certain Mortgage and Security Agreement dated as of March 8, 2017, which instrument was recorded (i) in the Office of the Judge of Probate of Jefferson County, Alabama on March 13, 2017, as Instrument No. 2017023831, and (ii) in the Office of the Judge of Probate of Shelby County, Alabama on March 10, 2017, as Instrument No. 20170310000083200 (the "Mortgage"); and

WHEREAS, pursuant to that certain First Amendment to Credit Agreement of even date herewith among Mortgagors and Bank (the "First Credit Agreement Amendment"), Bank has agreed to extend additional credit to Borrower in the principal amount of \$350,000.00 (the "Loan A Increase"), and in connection therewith, Mortgagors and Bank desire to amend the Mortgage in order to increase the amount secured thereby from \$1,850,000.00 to \$2,200,000.00, as hereinafter provided.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Bank hereby agree that the Mortgage is amended as follows:

1. The Mortgage is hereby amended by deleting the second paragraph thereof and by substituting the following in lieu thereof:

WHEREAS, pursuant to the provisions of the Credit Agreement, Bank extended to Borrower the Loan A in the maximum principal amount of Two Million Two Hundred Thousand and 00/100 Dollars (\$2,200,000.00), such indebtedness being represented by the Note A; and

2. The Mortgage is hereby amended by increasing the principal indebtedness secured thereby from \$1,850,000.00 to \$2,200,000.00 (viz., an increase of \$350,000.00).


3. To secure the Obligations, each Mortgagor does hereby convey, mortgage and warrant, grant, bargain, sell, assign, transfer, pledge and set over, re-convey, re-mortgage and re-warrant, re-grant, re-bargain, re-sell, re-assign, re-transfer, re-pledge and re-set over to Bank, its successors and assigns, all of such Mortgagor's Interest in and to the Mortgaged Property.

4. Mortgage tax is being paid upon the recording of this Amendment in the amount of \$525.00 (viz., \$1.50 per \$1,000.00 (or portion thereof) of the amount of the Loan A Increase).

5. Except as hereinafter expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

6. In the event of any conflict between the provisions of the Mortgage, as hereby amended, and the provisions of the Credit Agreement (as amended by the First Credit Agreement Amendment), the provisions most favorable to Bank shall control.

* * * * *


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

MORTGAGORS:

TBR, INC.,
an Alabama corporation

By: [Signature]
William L. Thornton III, its President

THORNTON I-65 HOLDINGS, LLC,
an Alabama limited liability company

By: [Signature]
William L. Thornton III, its Manager

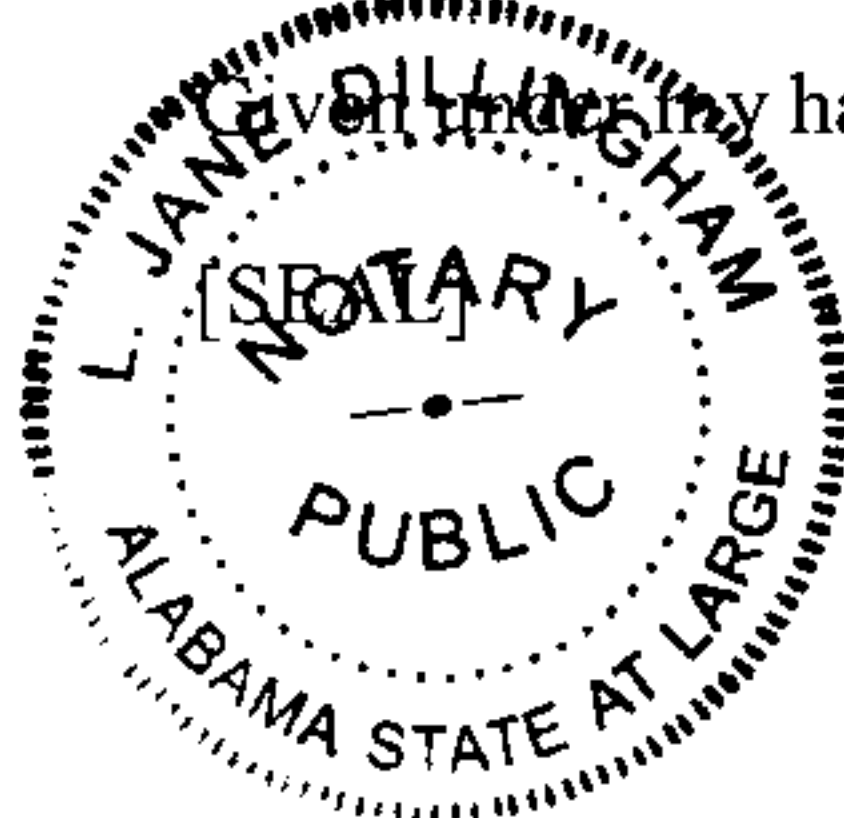
BANK:

SERVISFIRST BANK,
an Alabama banking corporation,

By: _____
Its: _____

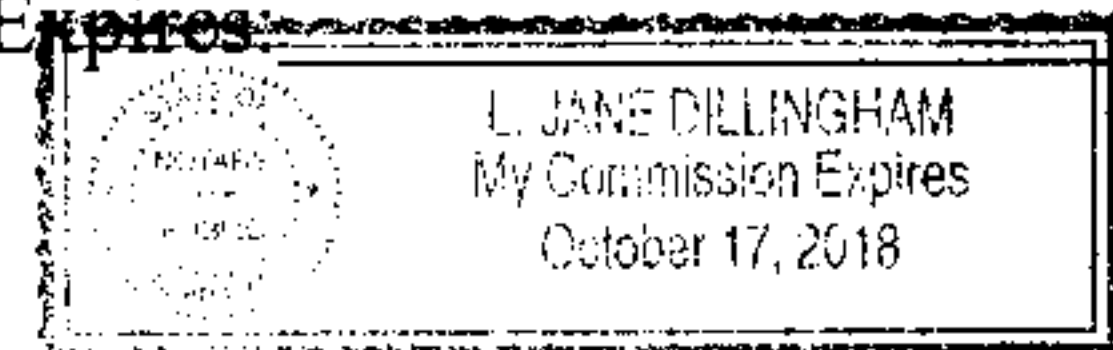
STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as President of TBR, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation.



GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 10 day of December, 2017.

[Signature]
Notary Public
My Commission Expires: _____



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

MORTGAGORS:

TBR, INC.,
an Alabama corporation

By: _____
William L. Thornton III, its President

THORNTON I-65 HOLDINGS, LLC,
an Alabama limited liability company

By: _____
William L. Thornton III, its Manager

BANK:

SERVISFIRST BANK,
an Alabama banking corporation,

By: _____
Its: Vice President

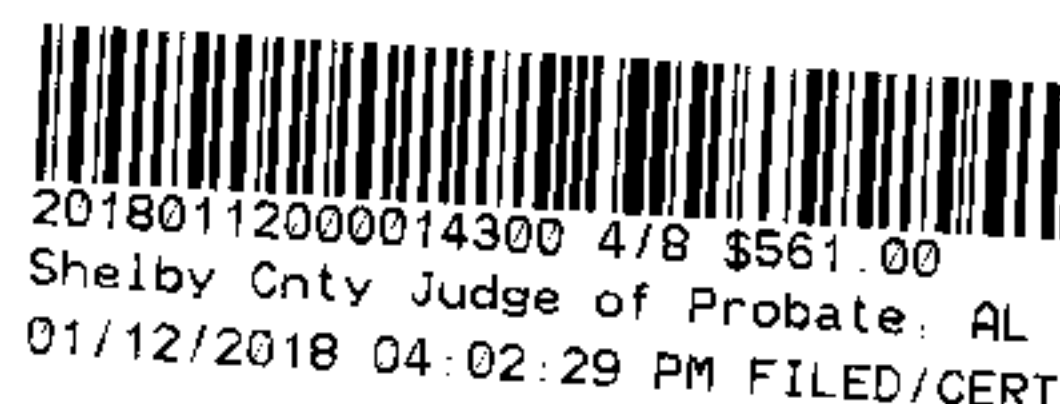
STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as President of TBR, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation.

Given under my hand and official seal, this the ____ day of December, 2017.

[SEAL]

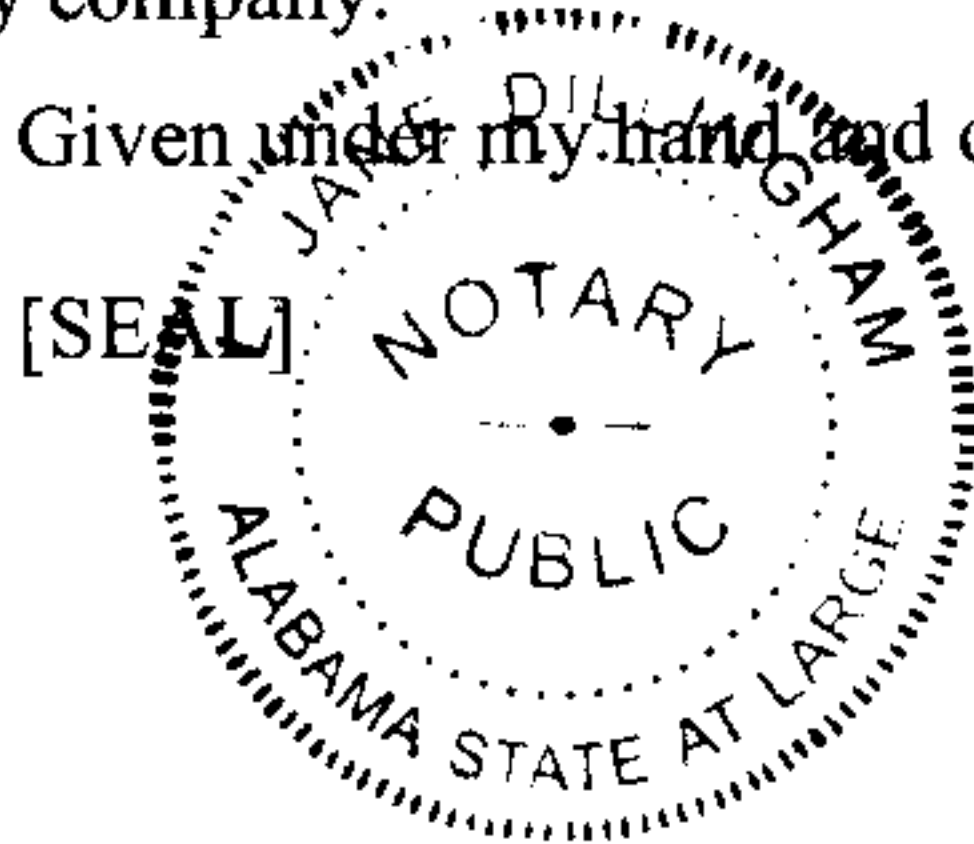
Notary Public
My Commission Expires: _____



STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as Manager of Thornton I-65 Holdings, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of such limited liability company.

Given under my hand and official seal, this the 10 day of December, 2017.



L. Jane Dillingham
Notary Public
My Commission Expires: _____



STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of ServisFirst Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer 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 _____ day of November, 2017.

[SEAL]

Notary Public
My Commission Expires: _____

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STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as Manager of Thornton I-65 Holdings, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of such limited liability company.

Given under my hand and official seal, this the ____ day of December, 2017.

[SEAL]

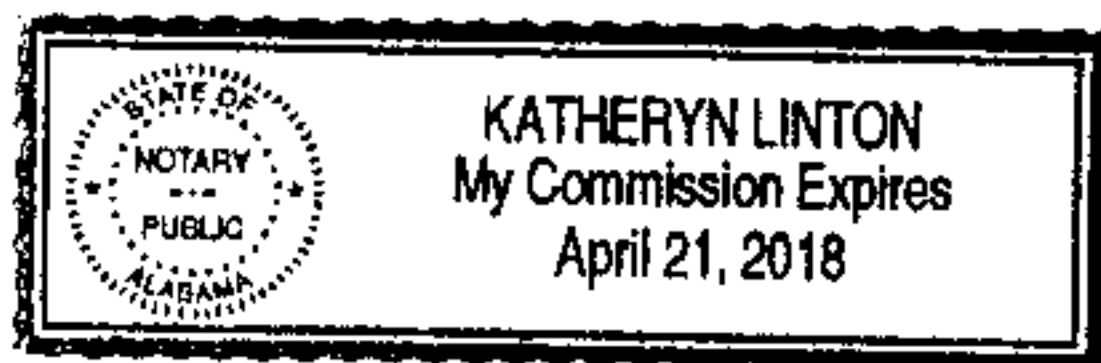
Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Derek Johnson, 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 that, being informed of the contents of such instrument, he, as such officer 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 11th day of December, 2017.

[SEAL]



Kathryn Linton
Notary Public
My Commission Expires: 4/21/2018

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STATE OF ALABAMA
COUNTY OF SHELBY

AFFIDAVIT

Before me, the undersigned Notary Public in and for said county and in said state, personally appeared William L. Thornton III, as (i) President of TBR, Inc., an Alabama corporation, and ("TBR"), and (ii) Manager of Thornton I-65 Holdings, LLC, an Alabama limited liability company ("Holdings") (TBR and Holdings hereinafter referred to collectively as the "Mortgagors" and each singularly as a "Mortgagor"), who are known to me, and who being first duly sworn to me, depose and say as follows:

1. The undersigned Mortgagors executed and delivered that certain First Amendment to Mortgage and Security Agreement (the "Mortgage Amendment") in favor of ServisFirst Bank, an Alabama banking corporation (the "Bank"), which is to be recorded in the Office of the Judge of Probate of each of Jefferson and Shelby Counties in the State of Alabama. A copy of the form of the Mortgage Amendment is submitted herewith.

2. The percentage of value of the properties on a County by County basis is as follows:

<u>County</u>	<u>Percentage</u>
Jefferson	50%
Shelby	50%
Total	100.0%

3. The maximum amount of principal indebtedness the subject of the Mortgage Amendment is \$350,000.00 and on which amount there is required to be paid the applicable privilege and recording tax.

* * * * *



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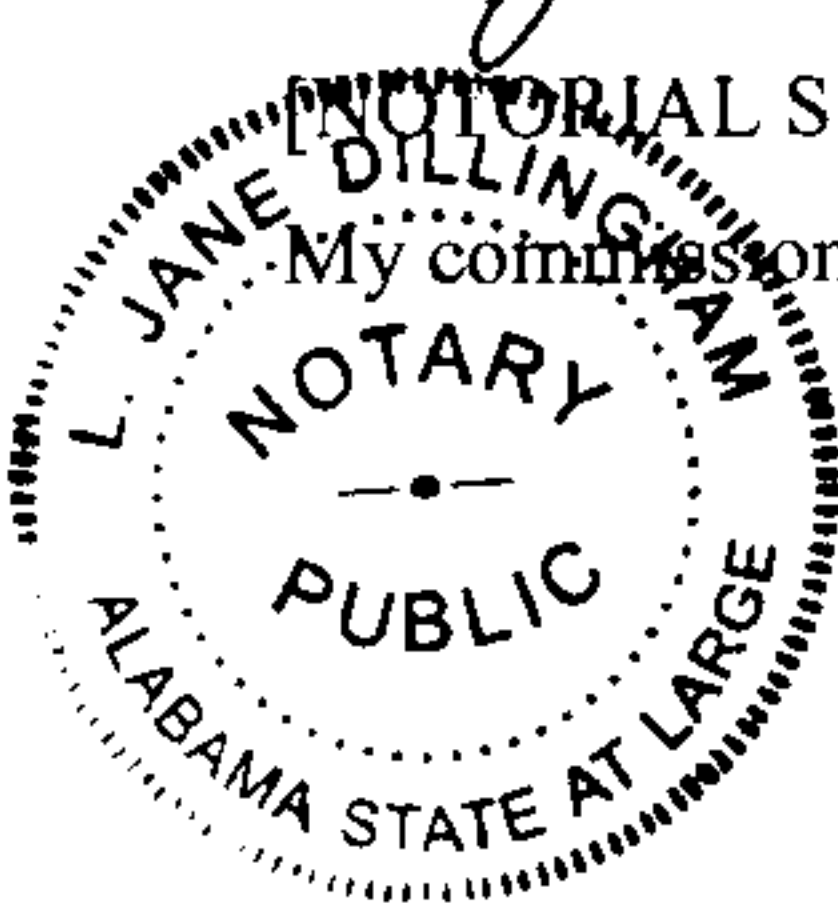
4. That the undersigned has executed this Affidavit on behalf of each Mortgagor in his capacity as aforesaid, for the purpose of establishing the amount of the recording tax to be collected for the recordation of the Mortgage Amendment and making a distribution of such tax as provided for under Alabama law.

TBR, INC.,
an Alabama corporation

By: [Signature]
William L. Thornton III, its President

Sworn to and subscribed before me
this 10 day of ~~November~~ December, 2017.

[Signature]
Notary Public

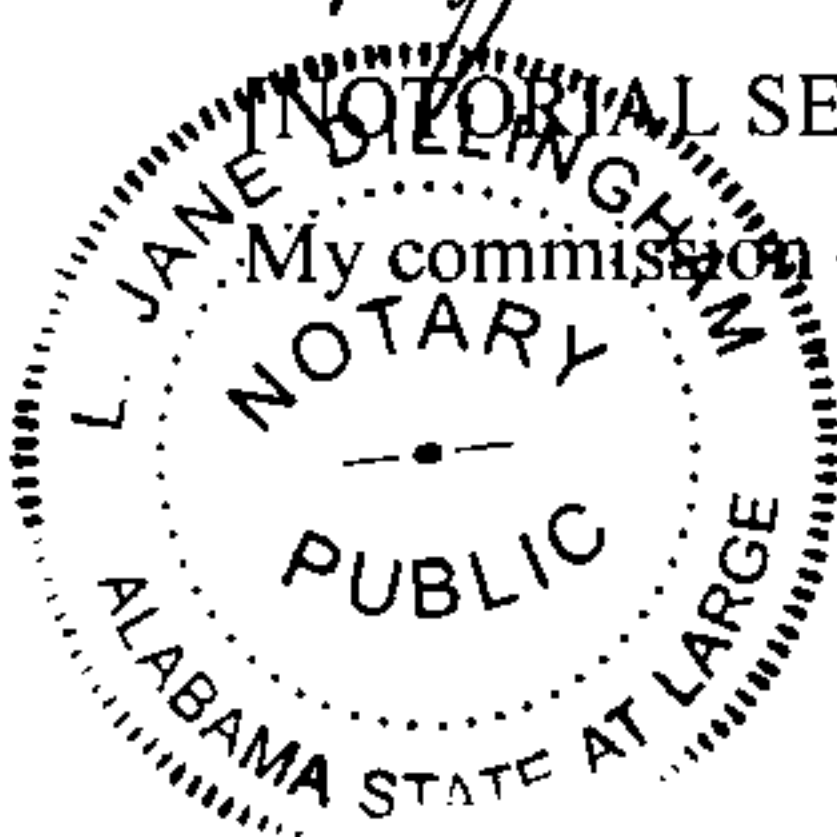



THORNTON I-65 HOLDINGS, LLC,
an Alabama limited liability company

By: [Signature]
William L. Thornton III, its Manager

Sworn to and subscribed before me
this 10 day of ~~November~~ December, 2017.

[Signature]
Notary Public




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