


STATE OF ALABAMA     )  
  )  
SHELBY COUNTY         )

  
20180220000054500 1/3 \$22.00  
Shelby Cnty Judge of Probate, AL  
02/20/2018 12:57:41 PM FILED/CERT

**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

This Amendment to Mortgage and Security Agreement by and between Bobby Lee Properties, LLC, an Alabama limited liability company ("Mortgagor"), and Oak Island Farm, LLC, an Alabama limited liability company ("Mortgagee"), is dated as of the 16<sup>th</sup> day of February, 2018.

**RECITALS:**

**WHEREAS**, on December 28, 2016, Mortgagor executed that certain Mortgage and Security Agreement (the "Mortgage") in the amount of \$1,199,500.00 in favor of Mortgagee, such Mortgage being recorded as Instrument Number 20161229000473400 in the Office of the Judge of Probate of Shelby County, Alabama; and

**WHEREAS**, on December 28, 2016, Mortgagor secured the Mortgage by simultaneously executing a Promissory Note in favor of Mortgagee in the principal amount of \$1,999,500.00; and

**WHEREAS**, Mortgagor now desires to sell the real estate covered by the Mortgage to a purchaser who wishes to assume the Mortgage; and

**WHEREAS**, in order to receive Mortgagee's consent for a prospective purchaser to assume the Mortgage, Mortgagee requires that the Mortgage be amended to prevent any future mortgage or encumbrance covering the real estate so long as this Mortgage remains unpaid.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, Mortgagor and Mortgagee, without in any way affecting the principal amount of the Mortgage, hereby amend the Mortgage by adding the following default paragraph:

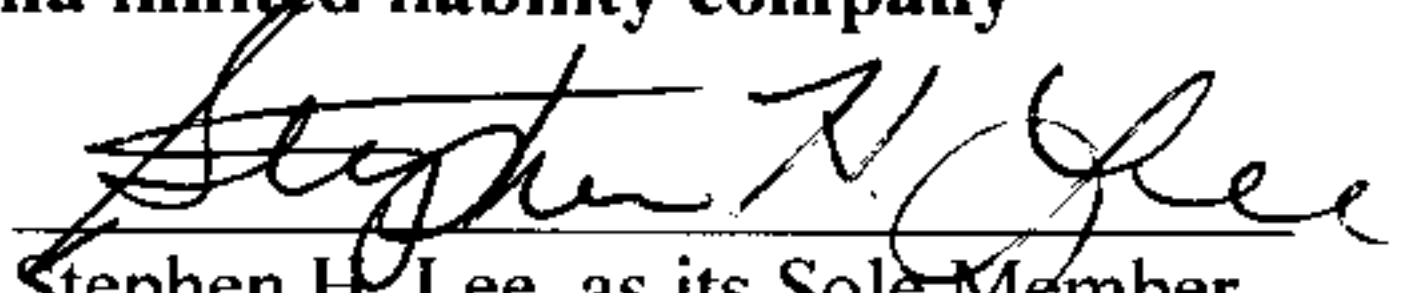
During such time that the debt secured by this Mortgage shall continue to exist, it shall be a default hereunder for Mortgagor to cause or permit an additional mortgage or lien to exist on the real estate secured hereby.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment to Mortgage  
on the day and year first above written.

**MORTGAGOR:**

**BOBBY LEE PROPERTIES, LLC, an  
Alabama limited liability company**

By:

  
Stephen H. Lee, as its Sole Member

**MORTGAGEE:**

**OAK ISLAND FARM, LLC, an Alabama  
limited liability company**

By:

  
Larry House, as Authorized Member

By:

  
Cindy House, as Authorized Member

**STATE OF ALABAMA     )**  
**COUNTY OF SHELBY    )**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen H. Lee, whose name as Sole Member of Bobby Lee Properties, 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 the instrument, he, in his capacity as such Sole Member 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 the 16<sup>th</sup> day of February, 2018.

  
NOTARY PUBLIC

My commission expires: July 14, 2019



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STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Larry House, whose name as Authorized Member of Oak Island Farm, 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 the instrument, he, in his capacity as such Authorized Member 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 the 16 day of July, 2018.

[Signature]  
NOTARY PUBLIC

My commission expires: July 14, 2019

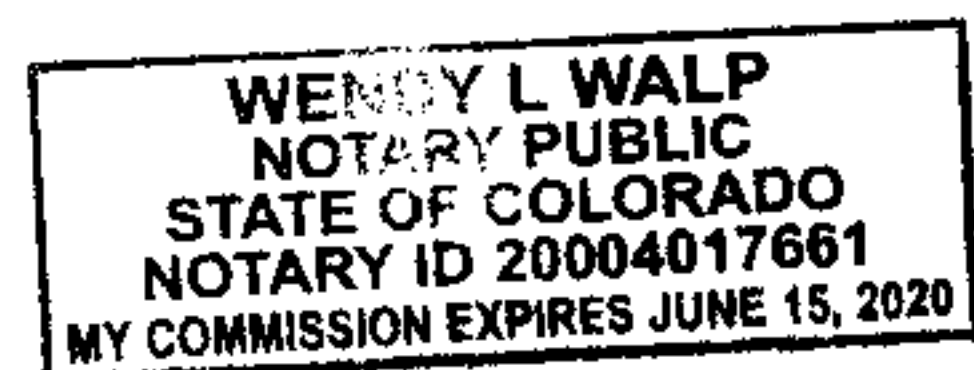
STATE OF Colorado )  
COUNTY OF Cebola )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Cindy House, whose name as Authorized Member of Oak Island Farm, 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 the instrument, she, in her capacity as such Authorized Member 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 the 14<sup>th</sup> day of February, 2018.

[Signature]  
NOTARY PUBLIC

My commission expires: June 15, 2020



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