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Cross Reference: Instrument #20141107000352210
Instrument #20141107000352220
Instrument #20161012000373810

STATE OF ALABAMA

)

COUNTY OF SHELBY

)


20180228000063670 1/6 \$180.00
Shelby Cnty Judge of Probate, AL
02/28/2018 09:23:23 AM FILED/CERT

**SECOND MODIFICATION OF MORTGAGE
AND FIRST MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS
AND MODIFICATION OF OTHER LOAN DOCUMENTS**

This **SECOND MODIFICATION OF MORTGAGE AND FIRST MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS AND MODIFICATION OF OTHER LOAN DOCUMENTS** (this "Amendment"), is dated the 16th day of February, 2018, between **HILLSIDE PARTNERS, LLC**, an Alabama limited liability company (the "Borrower" or "Mortgagor"), and **FIRST US BANK**, an Alabama banking corporation (the "Lender" or "Mortgagee").

RECITALS:

A. On or about November 4, 2014, the Borrower executed in favor of the Lender that certain Mortgage (as amended or modified, the "Mortgage") and recorded in the Office of the Judge of Probate of Shelby County, Alabama on November 7, 2014 as Instrument #20141107000352210 and that certain Assignment of Leases and Rents (as amended or modified, the "Assignment") dated November 4, 2014 and recorded in said Judge of Probate on November 7, 2014 as Instrument #20141107000352220 against the real property listed on Exhibit A attached hereto and made a part hereof.

B. On or about September 12, 2016, the Borrower executed in favor of the Lender that certain Modification of Mortgage (which modified the Mortgage) and recorded this document in the Office of the Judge of Probate of Shelby County, Alabama on October 12, 2016 as Instrument #20161012000373810 against the real property listed on Exhibit A attached hereto and made a part hereof.

C. The Mortgage and the Assignment secure (i) that certain Promissory Note dated November 4, 2014 in the principal amount of \$1,500,000.00, (ii) that certain Promissory Note dated September 12, 2016 in the principal amount of \$1,537,660.82 (which September 12, 2016 Promissory Note refinanced and replaced the November 4, 2014 Promissory Note) and (iii) that certain Note Modification Agreement dated of even date herewith increasing the loan amount to \$1,553,280.28 (as amended, modified or restated, the "Note").

D. The Borrower and the Lender have agreed to amend certain terms of the Mortgage and the Assignment as set forth below.

AGREEMENT


NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby specifically acknowledged by the Borrower, the Borrower agrees with the Lender, and the Lender agrees with the Borrower, as follows:

1. **Principal Balance of Note.** The outstanding principal balance of the Note is \$1,453,280.28. The stated amount of the Note is increased to \$1,553,280.28.
2. **Increase of Loan.** The Mortgage is amended to delete the reference to "\$1,537,660.82" and to insert in lieu thereof "\$1,553,280.28". The Lender is increasing the Loan by \$100,000.00. The Mortgage tax due and payable on this \$100,000 increase is \$150.00. The Assignment is amended to delete the reference to "\$1,500,000.00" and to insert in lieu thereof "\$1,553,280.28".
3. **Reference to Note.** The reference to the Note in the Mortgage and the Assignment shall from the date hereof and thereafter refer to the Note referenced above in Recital C of this Amendment.
4. **Continuing Effect.** The Borrower and the Lender acknowledge and agree that, as amended by this Amendment, the Mortgage and the Assignment remain in full force and effect.
5. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
6. **Controlling Law.** This Amendment shall be governed by the laws of the State of Alabama.
7. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE BORROWER AND THE LENDER HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AMENDMENT OR THE LOAN, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE LENDER AND THE BORROWER WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS AMENDMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS AMENDMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS AMENDMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AMENDMENT OF THE PARTIES IRREVOCABLY TO WAIVE THEIR RIGHT TO TRIAL BY JURY AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN THE BORROWER AND THE LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

IN WITNESS WHEREOF, the Borrower has caused this Amendment to be properly executed and delivered on the day and year first above written.

BORROWER:

HILLSIDE PARTNERS, LLC, an Alabama limited liability company

By:  _____

Name: Andrew Patterson

Title: Manager

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew Patterson, whose name as Manager of Hillside Partners, 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 said instrument, he, as such officer 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 16th day of February, 2018.


Notary Public

AFFIX SEAL

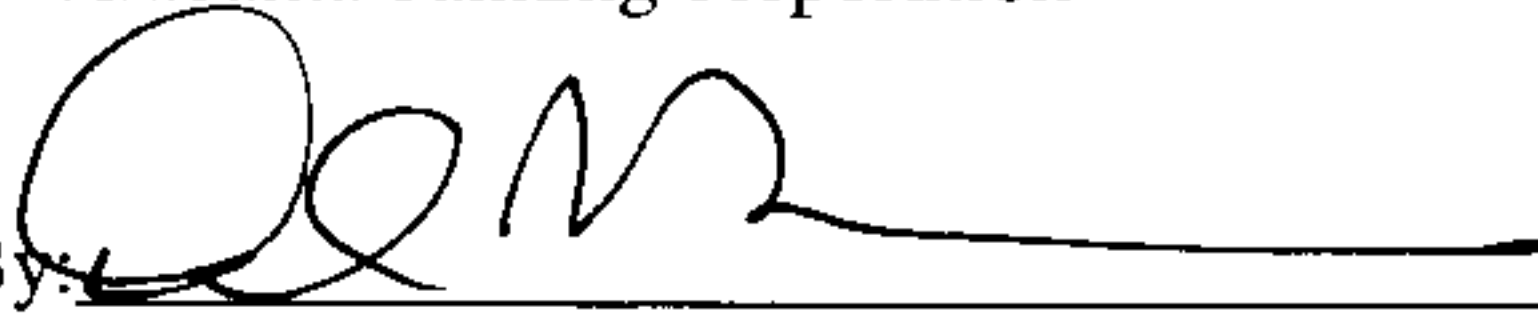
My commission expires: June 16, 2021

**My Commission Expires
June 16th, 2021**


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LENDER:

FIRST US BANK,
an Alabama banking corporation

By: 
David McCullum, Its Executive Vice President

STATE OF ALABAMA

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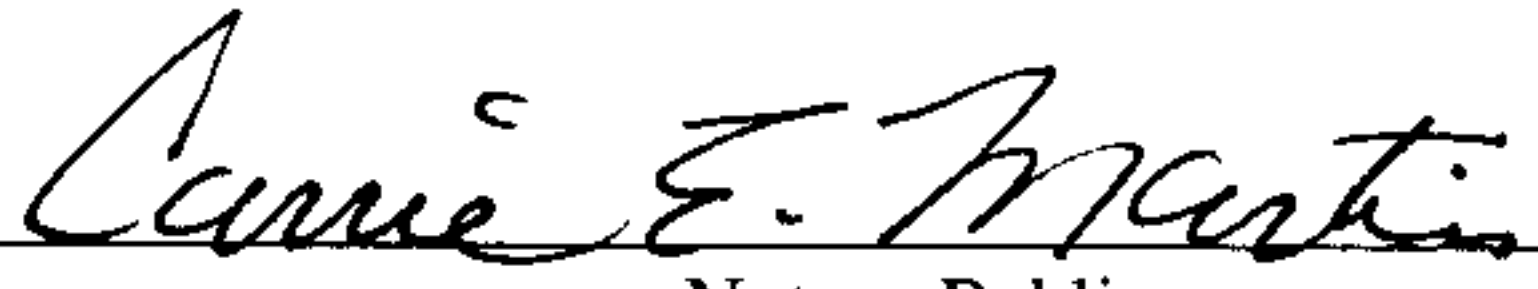
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JEFFERSON COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that David McCullum, whose name as Executive Vice President of First US 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, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 16th day of February, 2018.


Notary Public

[NOTARIAL SEAL]

My commission expires: 9.30.19


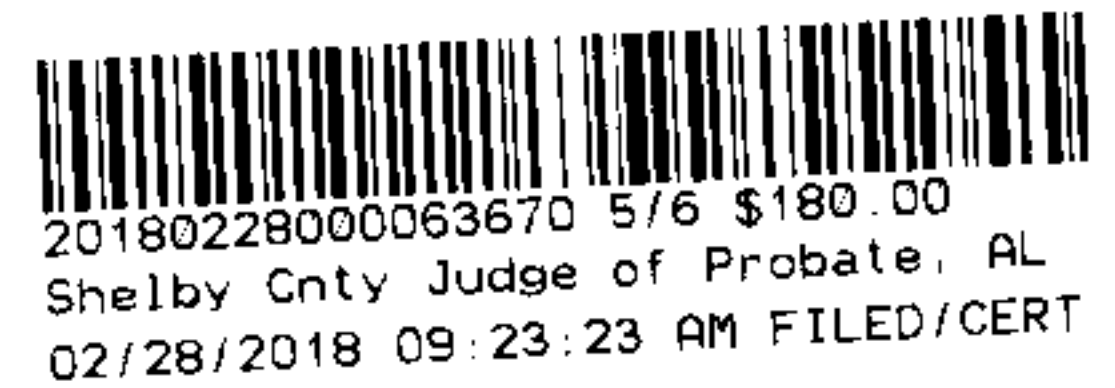

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EXHIBIT A
Legal Description



PARCEL I:

Part of Lots 12 and 13 and 14, in Block 2, of Nickerson-Scott Survey as recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama.

ALSO, a parcel of land situated In the Southeast quarter of the Southeast quarter of Section 35, Township 20 South, Range 3 West Shelby County, Alabama, being more particularly described as follows:

Begin at a point on the Easterly right of way of U.S. Highway 31, also known as Montgomery Highway and First Street, said point being on the Southerly line of said Lot 12, Block 2 of said Nickerson-Scott Survey and run In an Easterly direction along the Southerly line of said Lot 12 and a projection thereof for a distance of 262.73 feet thence turn an angle to the left of 90° 03' 16" and run in a Northerly direction for a distance of 149.91 feet thence turn an angle to the left of 89° 56' 44" and run In a Westerly direction along a line, which is a projection of the Northerly line of said Lot 14, Block 2, of said Nickerson-Scott Survey, and along said Northerly line of said Lot 14 for a distance of 262.55 feet to a point on said Easterly right of way of U.S. Highway 31 (Montgomery Highway, First Street); thence turn an angle to the left of 89° 59' 08" and run in a Southerly direction along said right of way for a distance of 149.91 feet to the point of beginning.

PARCEL II:

Part of Lots 15, 16 and 17, in Block 2, of Nickerson-Scott Survey, as recorded In Map Book 3, page 34, in the Probate Office of Shelby County, Alabama.

ALSO, a parcel of land situated in the Southeast quarter of the Southeast quarter of Section 35, Township 20 South, Range 3 West Shelby County, Alabama, being more particularly described as follows:

Begin at a point on the Easterly right of way of U.S. Highway 31, also known as Montgomery Highway and First Street, said point being on the Southerly line of said Lot 15, Block 2 of said Nickerson-Scott Survey, and run in an Easterly direction along the Southerly line of said Lot 15, and a projection thereof for a distance of 262.55 feet thence turn an angle to the left of 90° 03' 16" and run in a Northerly direction for a distance of 50.37 feet thence turn an angle to the left of 90° 02' 51" and run in a Westerly direction along a line which is a projection of the Northerly line of said Lot 15 for a distance of 100.08 feet to the Northeast corner of said Lot 15; thence turn an angle to the right of 89° 59' 56" and run in a Northerly direction along the Easterly line of said Lot 16 and 17, Block 2 of said Nickerson-Scott Survey for a distance of 60.02 feet thence turn an angle to the left of 89° 58' 10" and run In a Westerly direction for a distance of 162.29 feet to a point on said Easterly right of way of U.S. Highway 31 (Montgomery Highway, First Street); thence turn an angle to the left of 89° 54' 47" and run in a Southerly direction along said right of way for a distance of 110.00 feet to the point of beginning.


All situated in Shelby County, Alabama.

Also Described As:

PARCEL III:

Beginning at an existing iron rebar set by Weygand being the locally accepted Southwest corner of Lot 12, Block 2, Nickerson-Scott Survey, as recorded in Map Book 3, Page 34, in the Probate Office of Shelby County, Alabama, and also being on the East right of way line of the Montgomery Highway, run

in an Easterly direction along the South line of said Lot 12 and its Easterly extension thereof for a distance of 262.73 feet to an existing iron rebar set by Weygand; Thence turn an angle to the left of 89 Degrees 59 Minutes 17 Seconds and run in a Northerly direction for a distance of 199.87 feet to an existing iron rebar set by Weygand; Thence turn an angle to the left of 90 Degrees 01 Minutes 23 Seconds and run in a Westerly direction for a distance of 100.08 feet to an existing iron rebar set by Weygand; Thence turn an angle to the right of 89 Degrees 59 Minutes 20 Seconds and run in a Northerly direction for a distance of 60.01 feet to an existing iron rebar set by Weygand; Thence turn an angle to the left of 89 Degrees 58 Minutes 01 second and run in a Westerly direction for a distance of 162.24 feet to an existing iron rebar set by Weygand and being on the East right of way line of said Montgomery Highway; Thence, turn an angle to the left of 89 Degrees 54 Minutes 59 Seconds and run in a Southerly direction along the East right of way line of said Montgomery Highway for a distance of 259.89 feet, more or less, to the point of beginning.


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