

Prepared by, and After
Recording, Return To:
George M. Taylor III
Burr & Forman LLP
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Birmingham, Alabama 35203
(205) 251-3000

MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX PURPOSES IS BEING INCREASED FROM \$3,072,500 TO \$4,669,800. TAX ON \$3,072,000 HAS BEEN PREVIOUSLY PAID UNDER MTG BOOK 2036 AT PAGE 217 AND UNDER MTG BOOK 2083 AT PAGE 221 IN THE OFFICE OF THE JUDGE OF PROBATE OF DEKALB COUNTY, ALABAMA, AND UNDER INSTRUMENT NO. 20150327000097690 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. THEREFORE, RECORDING TAX IS DUE ON THE AMOUNT OF \$1,597,800.

**FIRST MODIFICATION OF MORTGAGE AND
ASSIGNMENT OF RENTS AND LEASES**

THIS MODIFICATION (this "Modification") is entered into as of May 3, 2018, by and between **DONOHOOAUTO, LLC**, an Alabama limited liability company ("Mortgagor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, ("Mortgagee").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Mortgage and Assignment of Rents and Leases dated as of March 27, 2015, and executed by Mortgagor to Mortgagee, as recorded on March 27, 2015, at Instrument No. 20150327000097690 in the Office of the Judge of Probate of Shelby County, Alabama ("Mortgage").

B. The obligations secured by the Mortgage have been modified to increase the amount of the obligations secured hereby to Borrower and to Donohoo Chevrolet Real Estate, LLC, to revise Exhibit A to the Mortgage to add Parcel X as additional collateral, and to extend the term of the indebtedness.

NOW, THEREFORE, the parties hereto agree as follows:

1. The real estate secured by the Mortgage is hereby modified by deleting Exhibit A attached thereto and replacing it with Exhibit A attached hereto.

2. The Mortgage is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Mortgagee of all indebtedness and performance of all obligations evidenced by and arising under that certain Term Note dated as of March 27, 2015, executed by DONOHOOAUTO, LLC and payable to Mortgagee or its order, in the principal amount of One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00), as further modified by that certain Modification to Real Estate Loan Credit Agreement and Term Note dated as of May 3, 2018, to increase such Term Note to Two Million Ninety-two Thousand Five Hundred and No/100 Dollars (\$2,092,500.00),

together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced by said promissory note, even if not specifically referenced therein.

3. The Mortgage is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Mortgagee of all indebtedness and performance of all obligations evidenced by and arising under that certain Term Note dated as of November 14, 2013, executed by DONOHOO CHEVROLET REAL ESTATE, LLC and payable to Mortgagee or its order, in the principal amount of Eight Hundred Thousand and No/100 Dollars (\$800,000.00), as modified by that certain Modification to Real Estate Loan Credit Agreement and Term Note dated as of January 22, 2015, to increase such Term Note to \$992,150.00, as further as modified by that certain Modification to Real Estate Loan Credit Agreement and Term Note dated as of May 3, 2018, to increase such Term Note to Two Million Five Hundred Seventy-seven Thousand Three Hundred and No/100 Dollars (\$2,577,300.00), and secured by the Mortgage, together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced by said promissory note, even if not specifically referenced therein.

4. The real property and the whole thereof described in the Mortgage shall remain subject to the lien, charge or encumbrance of the Mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Mortgage, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Mortgage.

5. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

MORTGAGEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Mark Whiteside
Its Vice President

MORTGAGOR:

DONOHOO AUTO, LLC

By: _____

Christopher P. Donohoo
Its Member

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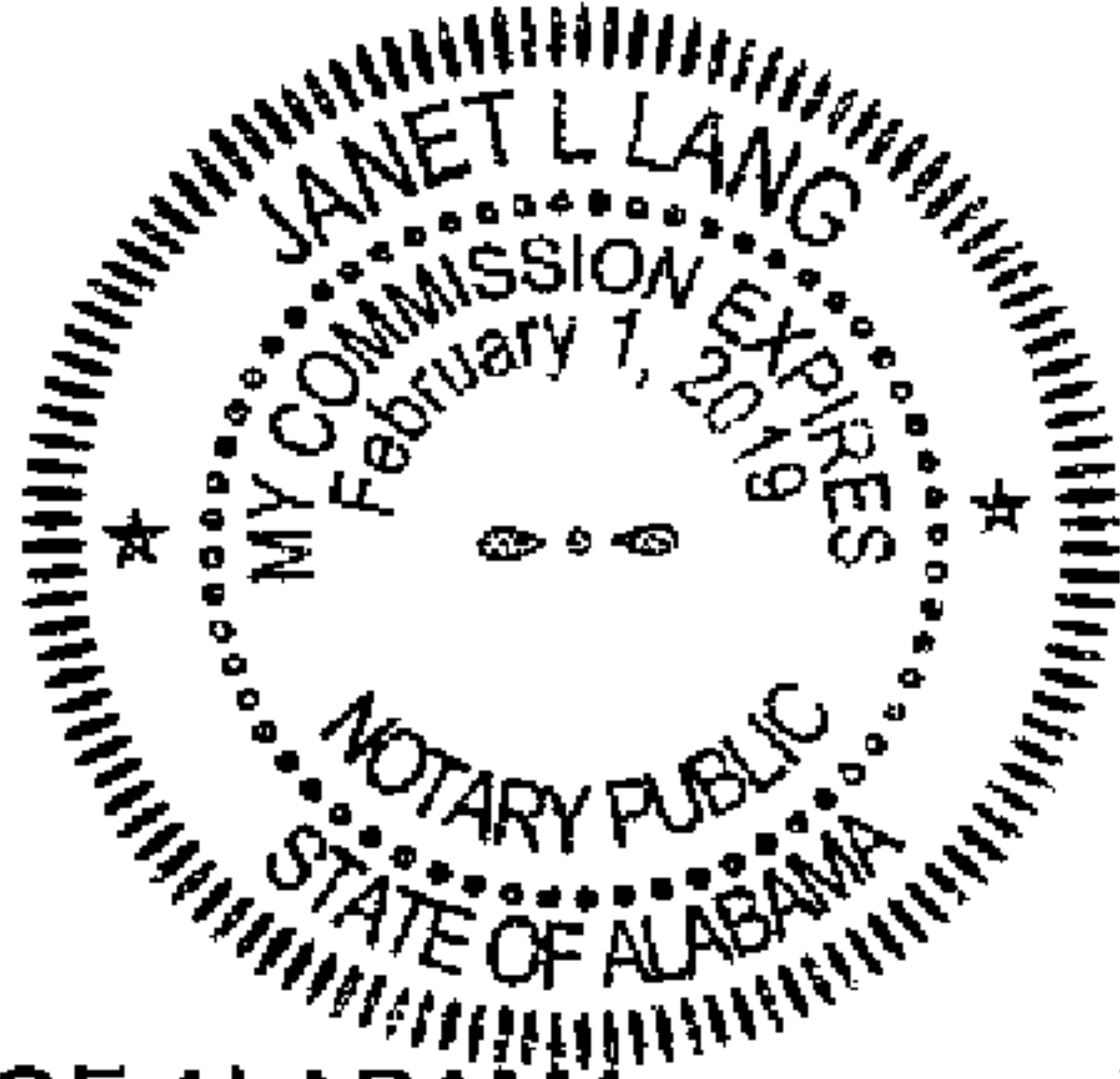
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christopher P. Donohoo, whose name as Member of DonohooAuto, 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 such instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 3rd day of May 2018.

[SEAL]



Janet L. Lang
 NOTARY PUBLIC
 My Commission Expires: 2/1/19

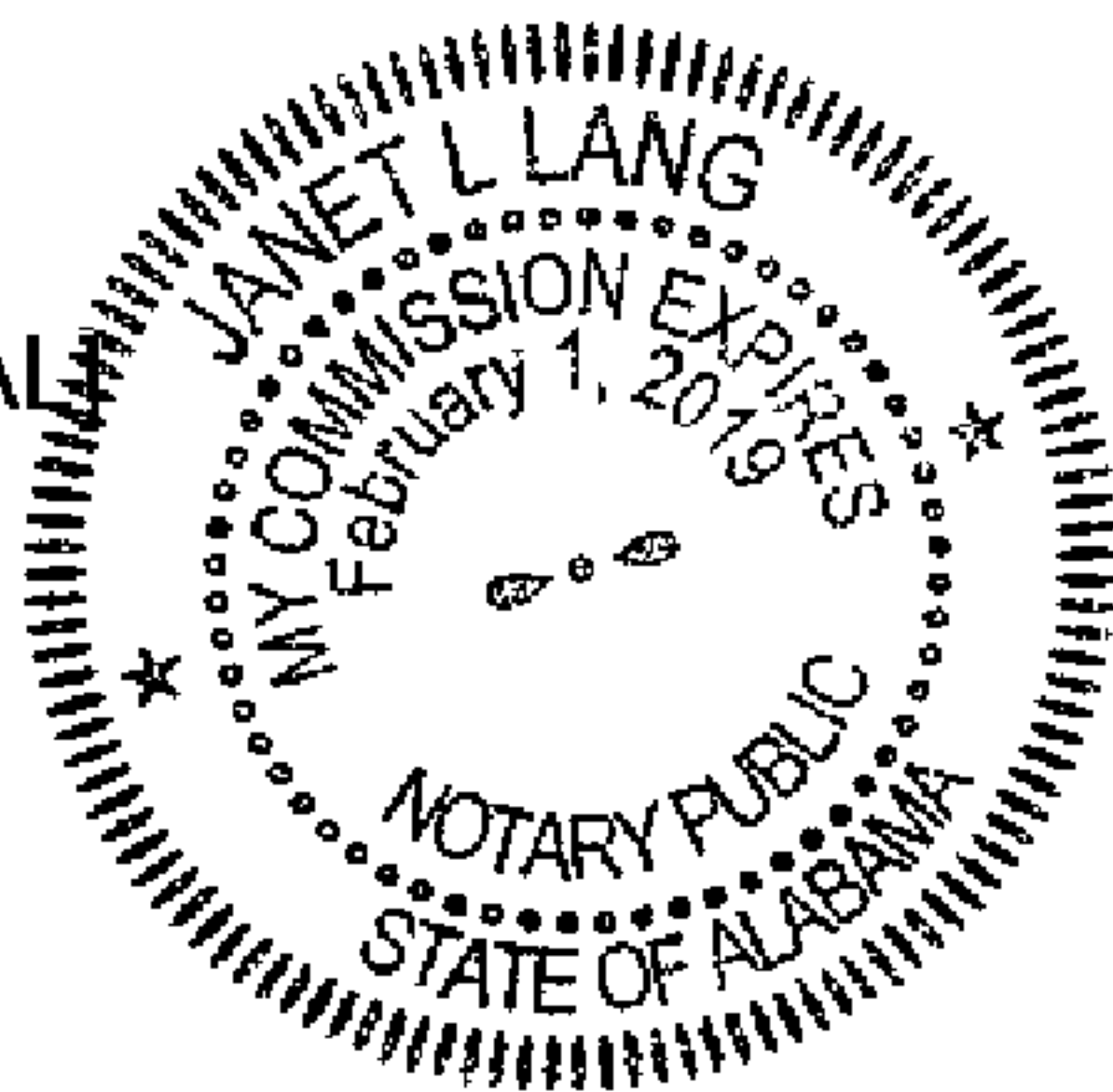
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Whiteside, whose name as Vice President of Wells Fargo Bank, National Association, a national banking association, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and seal, this 3rd day of May 2018.

[SEAL]



Janet L. Lang
 NOTARY PUBLIC
 My Commission Expires: 2/1/19

EXHIBIT "A"

TO FIRST MODIFICATION OF MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

EXHIBIT A
To Mortgage and Assignment of Rents and Leases

(Description of Property)

Exhibit A to Mortgage and Assignment of Rents and Leases executed by DONOHOOAUTO, LLC, an Alabama limited liability company, as Mortgagor, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Mortgagee, dated March 27, 2015.

Description of Property

PARCEL I:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West, in Shelby County, Alabama, thence run North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 400 feet to a point of beginning; thence continue along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 470.32 feet to an iron pin; thence 94 degrees 3 minutes 30 seconds left run in a Westerly direction 243.15 feet to a point on the Easterly right of way line of Helena-Acton County Road; thence 67 degrees 1 minute left and run in a Southerly direction along the right of way line for 100.73 feet; thence 4 degrees 48 minutes right and continue Southerly along the right of way line for 62.91 feet; thence 91 degrees 34 minutes 43 seconds left and run Southeasterly for 170.65 feet; thence 80 degrees 37 minutes 43 seconds right and run Southerly for 162.28 feet; thence left 79 degrees 15 minutes and run Southeasterly 194.49 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

PARCEL II:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West in Shelby County, Alabama, thence run North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 400.0 feet; thence 66 degrees 32 minutes left and run Northwesterly for 194.49 feet to the point of beginning of the property herein described; thence continue Northwesterly along the last stated course for 213.00 feet to a point on the Easterly right of way line of the Helena-Acton County Road; thence 96 degrees 01 minutes right and run Northerly along said right of way line for 114.22 feet; thence 5 degrees 49 minutes left and continue Northerly along said right of way line for 41.74 feet; thence 88 degrees 25 minutes 17 seconds right and run Southeasterly for 170.65 feet; thence 80 degrees 37 minutes 43 seconds right and run Southerly for 162.28 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

PARCEL III:

Lots 1, 2, 3, 4, 5 and 6, according to the Final Plat of Broadview Commercial Park, as recorded in Map Book 30, Page 117, in the Probate Office of Shelby County, Alabama.

PARCEL IV:

A parcel of land situated in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 36 and run Northerly along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ for a distance of 400.0 feet to a point; thence turn left and run Northwesterly for a distance of 407.67 feet to a point on the Southeasterly right of way of Shelby County Highway No. 261; thence run Southwesterly along said right of way for a distance of 361.41 feet to a point; thence leaving said right of way run Southeasterly for a distance of 514.14 feet to a point on the South line of said Southwest $\frac{1}{4}$, thence run Easterly along said South line for a distance of 172.04 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

Less and except the Subdivision of Final Plat of Broadview Commercial Park, as recorded in Map Book 30, Page 117, in the Probate Office of Shelby County, Alabama.

PARCEL V:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama and run Westerly along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 641.46 feet to the point of beginning of the tract of land herein described; thence continue along the last described course for 238.10 feet to a point on the Southeast right of way of Alabama Highway No. 261; thence turn 135 degrees 29 minutes 36 seconds right and run Northeasterly along said right of way line for 213.93 feet; thence turn 86 degrees 30 minutes 00 seconds right and run Southeasterly 153.00 feet; thence turn 78 degrees 38 minutes 19 seconds right and run 55.32 feet to the point of beginning.

PARCEL VI:

Lot 9, according to the final plat of Hayesbury Commercial Park Phase I, as recorded in Map Book 30, Page 71, in the Probate Office of Shelby County, Alabama.

PARCEL VII:

Lot 14, according to the final plat of Hayesbury Commercial Park Phase I, as recorded in Map Book 30, Page 71, in the Probate Office of Shelby County, Alabama.

PARCEL VIII:

Lot 19, according to the final plat of Hayesbury Commercial Park Phase I, as recorded in Map Book 30, Page 71, in the Probate Office of Shelby County, Alabama.

PARCEL IX:

Lot 20, according to the final plat of Hayesbury Commercial Park Phase I, as recorded in Map Book 30, Page 71, in the Probate Office of Shelby County, Alabama.

PARCEL X:

A parcel of land being situated In the Southwest 1/4 of Southwest 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama; being mom particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama and run Westerly along the South line of said 1/4-1/4 section for 172.02 feet (deed) to the point of beginning of the tract of land herein described; thence continue along the last described course for a distance of 469.42 feet (deed 469.44 feet); thence turn a deflection angle to the right of 120°36'08" (deed 121°13'08") and run in a Northeasterly direction for a distance of 55.32 feet (measured and deed); thence turn a deflection angle to the left of 78°38'19" (measured and deed) and run In a Northwesterly direction for a distance of 153.07 feet (deed 153.00 feet) to a point on the Southeast right of way line of Alabama Highway No. 261 (right of way width varies); thence turn a deflection angle to the right of 93°30'00" (measured and deed) and run in a Northeasterly direction along said right of way line for a distance of 29.28 feet (measured and deed) to a curve to the left having a central angle of 3°17'47" and a radius of 2543.36 feet (measured and deed); thence run in a Northeasterly direction along said right of way line and along arc of said curve for a distance of 146.33 feet (deed 143.56 feet); thence turn a deflection angle to the right as measured from the tangent of said curve of 79°29'52" (deed 80°05'32") and leaving said right of way line run in a Southeasterly direction for a distance of 512.40 feet (deed 514.03 feet) to the point of beginning; in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

All Being Situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/04/2018 02:40:15 PM
\$2426.70 CHERRY
20180504000153190

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the Probate Judge.