

NOTE TO PROBATE OFFICE: Privilege tax has been paid on \$850,000.00; privilege tax is owed on the amount in which the principal amount secured by the mortgage is being increased; therefore, privilege tax is owed on \$179,210.38.

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Thomas G. Amason III
Balch & Bingham LLP
1901 6th Avenue North
Suite 1500
Birmingham, Alabama 35203

STATE OF ALABAMA

COUNTY OF SHELBY

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND
AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

This Amendment to Mortgage and Security Agreement and Amendment to Assignment of Leases and Rents (the "Amendment") dated as of the 17 day of April, 2018, is executed by **REGIONS BANK**, an Alabama banking corporation, as mortgagee (the "Mortgagee"), and **RIVERS REALTY, LLC**, an Alabama limited liability company (the "Mortgagor").

Recitals

WHEREAS, Mortgagor, as Borrower (the "Borrower") is indebted to Mortgagee as evidenced by a Promissory Note dated on or about May 17, 2006 in the original principal amount of \$850,000.00 (the "Original Note"). The Original Note is secured by that certain Mortgage and Security Agreement by and between the Mortgagor and the Mortgagee dated as of the 17th day of May, 2006, and recorded in Instrument #200606150000284460 in the Office of the Judge of Probate of Shelby County, Alabama (as amended, the "Mortgage"), and by that certain Assignment of Leases and Rents by and between the Mortgagor and the Mortgagee dated as of the 17th day of May, 2006, and recorded in Instrument #200606150000284470 in the Office of the Judge of Probate of Shelby County, Alabama (as amended, the "ALR");

WHEREAS, the Mortgage and the ALR were amended by that certain Amendment to Mortgage and Security Agreement and Amendment to Assignments of Leases and Rents dated as of the 14th day of December, 2016, and recorded in Instrument #20161216000460970 in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, the Mortgage and the ALR secured an original principal amount of \$850,000.00 (such amount being comprised of one loan, represented by the Original Note) and all other indebtedness recited in the Mortgage;

WHEREAS, the Mortgagor and the Mortgagee have agreed that the Mortgage and the ALR shall secure an additional \$179,210.38 in principal; and

WHEREAS, the Mortgage and the Mortgagee have agreed to amend the Mortgage and the ALR as set forth herein.

Amendment

NOW, THEREFORE, in consideration of the foregoing Recitals, Mortgagee and Mortgagor agree as follows:

1. All other provisions of the Mortgage shall remain in full force and effect, except subsection (a) on the second page of the Mortgage is hereby deleted and the following inserted in place thereof:

“(a) Obligations under Promissory Note. Payment of any and all amounts owed by Mortgagor under, in connection with and/or pursuant to the indebtedness evidenced by that certain Promissory Note dated as of the 17th day of May, 2006, in the principal amount of Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00), as amended by that certain Loan Modification Agreement and Amendment to Loan Documents dated the 13th day of April, 2018, under which the principal amount of the promissory note was increased to One Million Twenty-Nine Thousand Two Hundred Ten and 38/100 Dollars (\$1,029,210.38) (referred to as the “Note”), with interest thereon according the provisions thereof, and all obligations of Mortgagor under, in connection with and/or pursuant to this Mortgage granted by Mortgagor as security for payment of the foregoing indebtedness; and”

2. All other provisions of the ALR shall remain in full force and effect, except the first recital of the ALR is hereby deleted and the following inserted in place thereof:

“Assignor has executed and delivered to Assignee its promissory note dated as of the 17th day of May, 2006, in the principal amount of Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00), as amended by that certain Loan Modification Agreement and Amendment to Loan Documents dated the 13th day of April, 2018, under with the principal amount of the promissory note was increased to One Million Twenty-Nine Thousand Two Hundred Ten and 38/100 Dollars (\$1,029,210.38) (herein called the “Note”).”

3. It is the intent~~304~~ of this Amendment that the Mortgage and the ALR secure the outstanding principal amount of \$1,029,210.38.

4. The Mortgage and the ALR, as amended herein, are hereby affirmed by the Mortgagor in their entirety, including, without limitation, each and every representation, warranty, covenant and agreement made by the Mortgagor therein.

5. This document may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute one (1) document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages may be combined into one single document.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed on the date of the acknowledgment of their signatures below.

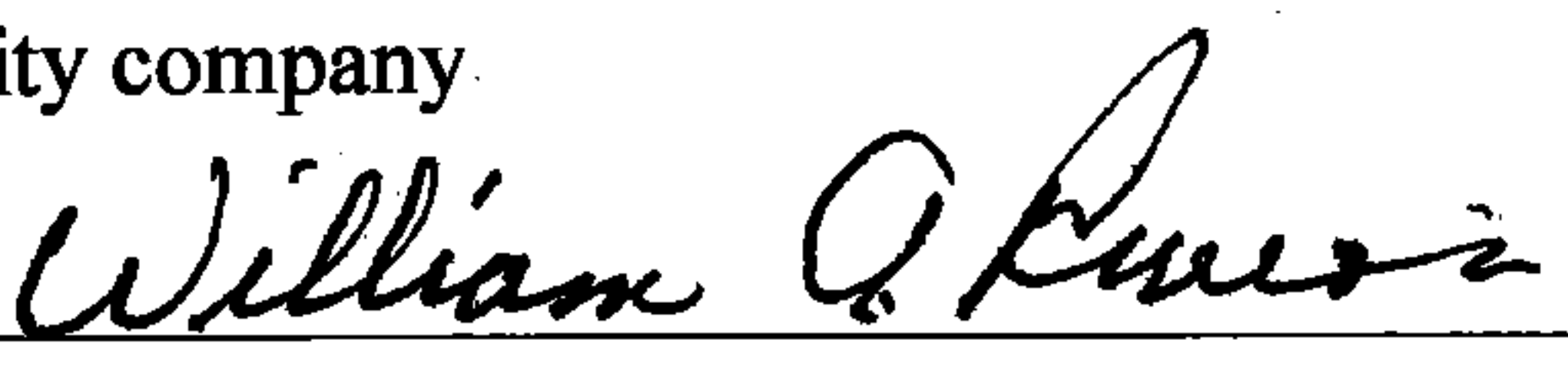
MORTGAGEE:

REGIONS BANK, an Alabama banking corporation

By: 
Its: DPA

MORTGAGOR:

RIVERS REALTY, LLC an Alabama limited liability company

By: 
Its: President

STATE OF ALABAMA 4/4

COUNTY OF Jefferson

I, Syran Lee Doss, a Notary Public in and for said County in said State, hereby certify that Clay Dawkins, whose name as Debt Products Associate of REGIONS 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 the instrument, he, as such Debt Products Associate and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal of office this 17th day of April, 2018.


Notary Public

MY COMMISSION EXPIRES NOVEMBER 16, 2018

[NOTARY SEAL]

My commission expires: _____

STATE OF ALABAMA

COUNTY OF Jefferson

I, Syran Lee Doss, a Notary Public in and for said County in said State, hereby certify that William A River, whose name as President of RIVERS REALTY, 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, as such _____ and with full authority, executed the same voluntarily for and as the act of said limited liability company.

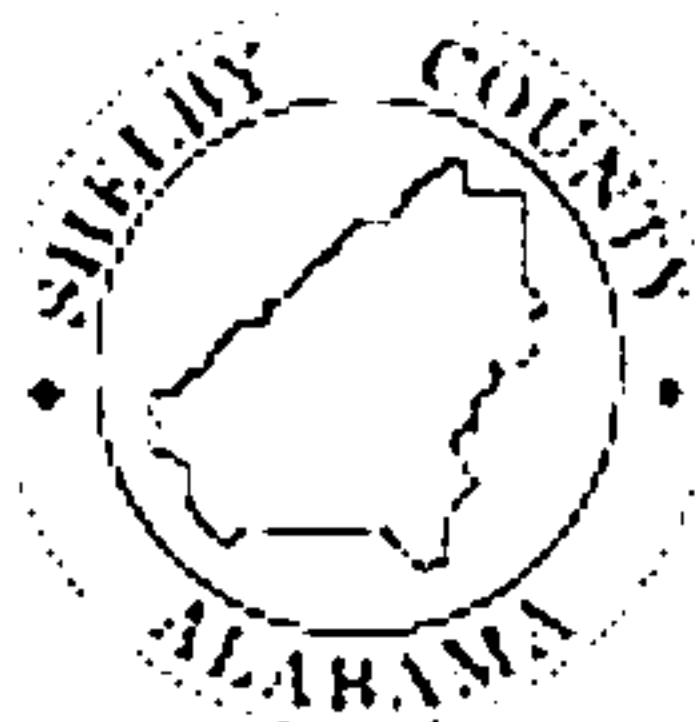
Given under my hand and official seal of office this 17th day of April, 2018.


Notary Public

MY COMMISSION EXPIRES NOVEMBER 16, 2018

[NOTARY SEAL]

My commission expires: _____



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/15/2018 11:31:41 AM
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