

PREPARED BY: Linda J. Peacock
RETURN TO:
420 20th Street North
Wells Fargo Tower, Suite 1400
Birmingham, AL 35203

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MORTAMEN 1/6

THIS MODIFICATION INCREASES THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE REFERENCED HEREIN FROM \$10,080,000.00 TO \$10,700,000.00, WHICH REPRESENTS AN INCREASE OF \$620,000.00.

**MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (the "Modification") is made May 22, 2018, by **2700 CORPORATE DRIVE, LLC**, an Alabama limited liability company, whose address is 5395 Emery Way, Suite 200, Hoover, Alabama 35244, the Mortgagor under the Mortgage described below ("Mortgagor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (together with its successors and assigns, the "Lender"), whose address is 420 North 20th Street, 6th Floor, Birmingham, Alabama 35203. Lender is the mortgagee hereunder for indexing purposes by the judge of probate.

RECITALS

Mortgagor is the owner of that certain real property, situated in Shelby County, Alabama, as more particularly described on in Exhibit A attached hereto and incorporated herein by reference (the "Property").

Lender is owner and holder of a certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, together with this Modification and all extensions and modifications thereof whenever made, (the "Mortgage") dated October 27, 2015, recorded as Instrument Number 20151027000375120, of the public land records of Judge of Probate for Shelby County, State of Alabama, which Mortgage encumbers the Property.

Lender is owner and holder of a certain Promissory Note, dated October 27, 2015 in the original amount of \$10,080,000.00, together with interest thereon (the "Original Note"), made by Mortgagor, payment of which, among other things, is secured by the Mortgage.

Lender and Mortgagor have agreed to modify and increase the Original Note and accordingly have agreed to modify the Mortgage.

WITNESSETH:

In consideration of the foregoing premises Mortgagor and Lender hereby modify the Mortgage and any prior modifications thereof as follows:

1. Defined Terms. All capitalized terms used herein, unless otherwise defined herein, have the meaning as set forth in the Mortgage.

2. Loan Amount Increased. Mortgagor and Lender have agreed to increase the amount of the Loan to Ten million seven hundred thousand and no/100s dollars (\$10,700,000.00), or so much as may from time to time be disbursed under the Loan Agreement or the Amended Note (both as defined below). Accordingly, the terms of the Mortgage are hereby modified to reflect that the original

principal amount of the Loan ~~is~~ now Ten million seven hundred thousand and no/100s dollars (\$10,700,000.00).

3. Original Note Modified. Mortgagor has modified the Original Note (as modified, the "Modified Note") by executing an Amended Promissory Note of even date herewith in the stated principal amount of Ten million seven hundred thousand and no/100s dollars (\$10,700,000.00), payable to Lender with interest thereon according to the terms thereof. All references in the Mortgage to the "Note" and/or to a promissory note are hereby amended to mean the Modified Note, and all renewals, extensions, amendments, modifications, replacements, and consolidations thereof or thereto.

4. Modified Note Secured. Mortgagor acknowledge(s) and agree(s) (a) that the Modified Note is a modification, renewal and/or extension of the Original Note, (b) that the payment of the indebtedness evidenced by the Modified Note and the performance of Assignor's other obligations under the Amended Note (collectively, the "Obligations") is secured by the Mortgage, (c) that there are no defenses or impediments to enforcement of the lien of the Mortgage, and (d) that the Modified Note evidences the same indebtedness as the Original Note and is not a novation.

5. References to Maturities Deleted. All references to maturity dates, if any, in the Mortgage and any modifications thereto are deleted, and are independently set forth in the instruments defining the Obligations secured by the Mortgage, as amended, renewed and extended from time to time.

6. Mortgage Supplemental Provisions. The Mortgage is hereby amended and modified by adding the following Supplemental Provisions:

- (a) **Supplemental Provisions Concerning Indebtedness, Cross-Collateralization, and Personal Property.** The definition of "Indebtedness" in the Mortgage additionally includes, without limitation, all liability and obligations of Borrower, or any of them, arising under or in connection with any "swap agreement" (as defined in 11 U.S.C. Section 101) at any time entered into with Lender in connection with the Amended Note.
- (b) Notwithstanding anything to the contrary in the Mortgage, any cross-collateralization provision and any other provisions contained therein expanding the scope of the secured obligations beyond the Amended Note, any related "swap agreements" (as defined above), and obligations to protect and preserve collateral, shall have no force or effect.
- (c) Additionally, notwithstanding anything to the contrary in the Mortgage, if at any time the Mortgage grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "Act") located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a "Covered Structure"), then while it is subject to such designation, the term "Personal Property" as used in the Mortgage shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property.

7. Ratification. All of the provisions of the Mortgage are incorporated herein by reference and shall remain and continue in full force and effect as modified by this Modification. Mortgagor hereby ratifies and confirms all of its obligations, liabilities and indebtedness under the provisions of the Mortgage as amended by this Modification. Mortgagor and Lender agree it is their intention that nothing herein shall be construed to extinguish, release or discharge or constitute, create or effect a novation of, or an agreement to extinguish, any of the obligations and liabilities of Mortgagor under the provisions of the

Mortgage. The Mortgage shall continue to encumber the Property with the same extent and priority as provided in the Mortgage until the Obligations have been fully satisfied.

8. Document Taxes and Other Charges. Mortgagor shall pay the full amount of any documentary stamp tax, intangible tax, interest, filing fees and penalties, if any, charged incident to the loan transaction and modification(s) described in or created by this Modification and the filing of this Modification. If Mortgagor fails to pay the obligations under this paragraph, Lender may pay such obligations. Any amounts so paid by Lender shall bear interest at the default rate stated in the Modified Note and shall be secured by the Mortgage.

9. Facsimile and Counterpart. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

10. Execution of Documents, Consultation with Counsel. Each party hereto acknowledges and agrees that he/she/it has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her/its choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her/its execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

11. Miscellaneous. Any provision in this Modification that may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity or any other provision hereof. All masculine, feminine, and neuter pronouns used herein shall be interpreted to include the masculine, feminine, or neuter where the context so requires. Likewise, the singular shall include the plural, and vice versa. This Modification and the obligations of the parties hereunder shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns. This Modification shall be construed in accordance with the laws of the state where the Property is situated.

IN WITNESS WHEREOF, Mortgagor and Lender have duly signed and sealed this Modification as of the day and year first above written.

MORTGAGOR:

2700 CORPORATE DRIVE, LLC

CORPORATE
SEAL


By: _____


Gerald D. O'Brien
Its: Manager

BORROWER:

2700 CORPORATE DRIVE, LLC


CORPORATE
SEAL

By: 
Gerald D. O'Brien
Its: Manager

LENDER:

Wells Fargo Bank, National Association

CORPORATE
SEAL

By: 
Printed Name: Ben Mortily
Its: VP


State of Alabama
County of Jefferson

L.L.C. Acknowledgment

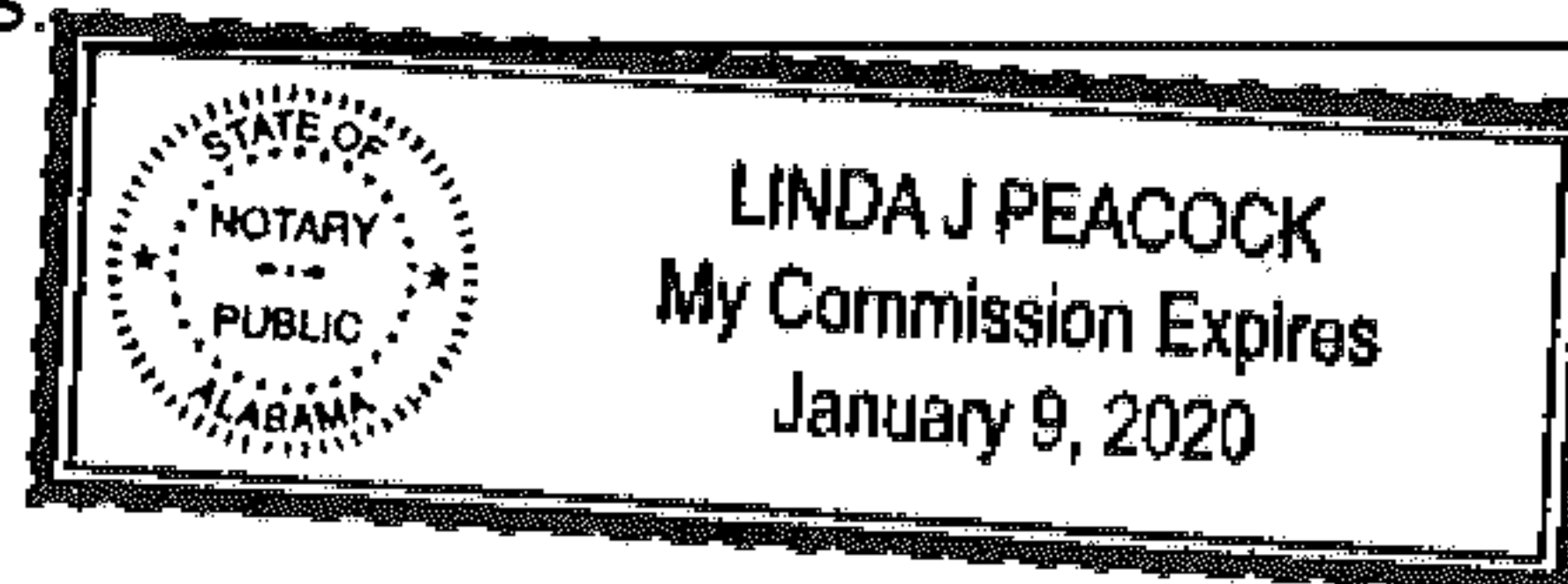
I certify that before me appeared this day, Gerald D. O'Brien, a person known to me, who after being sworn said he/she is the Manager of 2700 Corporate Drive, LLC, a Alabama limited liability company and is duly authorized to act on behalf of said Company acting as the Manager of 2700 Corporate Drive, LLC, that said instrument was signed by him/her, and being informed of the contents thereof, acknowledged execution of the forgoing instrument on behalf of said Limited Liability Company, voluntarily and with full authority.

Witness my hand and official seal, this 21st day of May, 2018.

Notary Seal

, Notary Public
Linda J. Peacock
(Printed Name of Notary)

My Commission Expires:



State of Alabama
County of Jefferson

Lender Acknowledgment

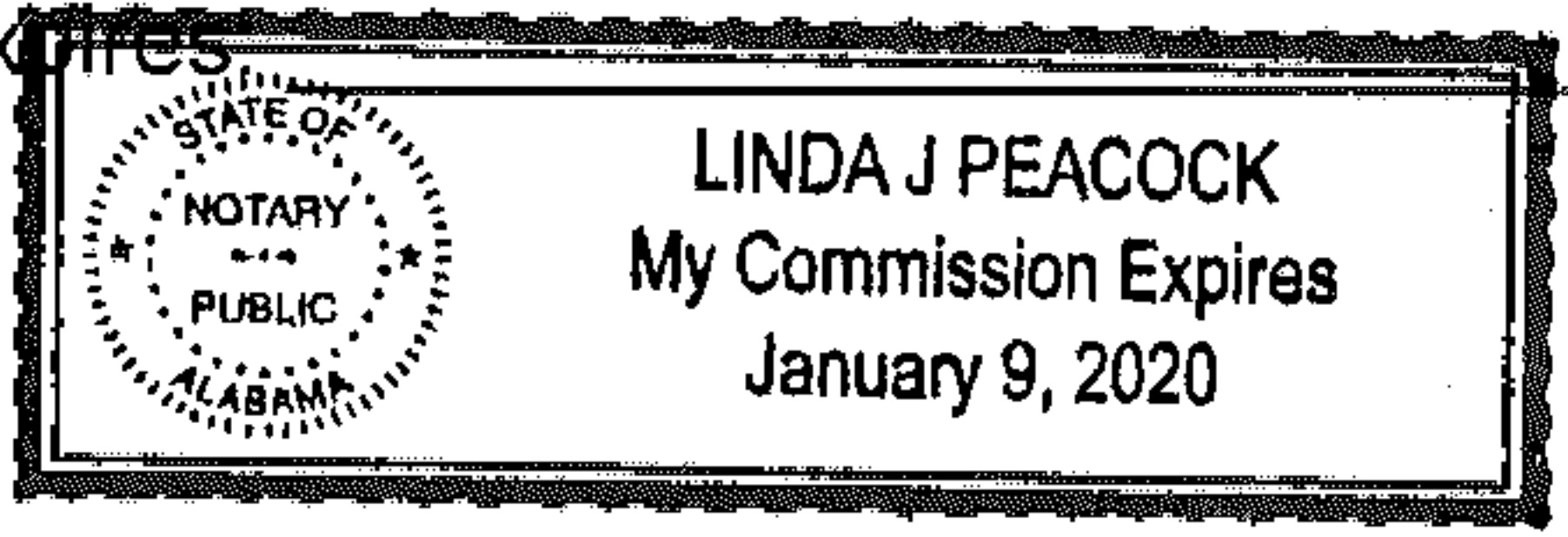
I certify that before me appeared this day, Ben Martin, a person known to me, who after being sworn said he/she is V.P. of Wells Fargo Bank, a national banking association, and is duly authorized to act on behalf of said Lender, that the seal affixed to the foregoing instrument is the seal of said Lender and that said instrument was signed and sealed by him/her on behalf of said Lender, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said Lender, voluntarily and with full authority.

Witness my hand and official seal, this 21st day of May, 2018.

Notary Seal

Linda J Peacock, Notary Public
Linda J. Peacock
(Printed Name of Notary)

My Commission Expires



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The following described real property situated in Shelby County, Alabama:

Lot 11-H, according to the Meadow Brook Corporate Park South, Phase II Resurvey No. 4, as the same is recorded in Map Book 24, at Page 42 in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/22/2018 03:51:44 PM
\$960.00 CHERRY
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A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister".