

NOTE TO PROBATE COURT: The recording tax should be computed on the Additional Loan amount of \$1,500,000. The Maturity Date of the Note referenced herein is not being extended pursuant to this Amendment.

*This instrument was prepared by
And when recorded return to:*
K. Henson Millsap, Esq.
Mixon Firm, LLC
2 Perimeter Park S, #550E
Birmingham, AL 35243
205.259.6646

*Note :
Eighty Percent (80%) of land is in
Shelby County, Alabama.
Twenty Percent (20%) of land is in
Bibb County, Alabama*

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

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT and FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES ("First Amendment"), is made and entered into as of the 16 day of April, 2018 (the "**Effective Date**"), by and between **SHELBY INVESTMENTS, LLC**, a Georgia limited liability company (the "**Borrower**"), and **SERVISFIRST BANK**, an Alabama banking corporation (the "**Lender**").

RECITALS:

Borrower is justly indebted to Lender pursuant to a loan in the original maximum principal sum of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000) (the "**Loan**") as evidenced by that certain Promissory Note dated February 22, 2017 (the "**Note**"). The Note is further evidenced and secured by (a) that certain Mortgage and Security Agreement dated February 22, 2017 which was recorded on February 28, 2017 at Instrument No. 20170228000067890 in the Office of the Judge of Probate of Shelby County, Alabama, and recorded on March 17, 2017 at Book 327, Page 344 in the Office of the Judge of Probate of Bibb County, Alabama (the "**Mortgage**") and (b) that certain Assignment of Rents and Leases dated February 22, 2017 which was recorded on February 28, 2017 at Instrument No. 20170228000067900 in the Office of the Judge of Probate of Shelby County, Alabama, and recorded on March 17, 2017 at Book 327, Page 370 in the Office of the Judge of Probate of Bibb County, Alabama (the "**Assignment of Rents**").

The Mortgage, Assignment of Rents, and this First Amendment are hereinafter referred to as the "**Security Documents**."

Borrower has requested an additional loan increasing the maximum principal amount of the Loan by \$1,500,000.00 (the "**Additional Loan**"), and Borrower has executed and delivered to Lender simultaneously herewith a First Amendment to Promissory Note increasing the maximum obligations owed under the Note by the amount of the Additional Loan. As one of the conditions for Lender increasing the obligations owed under such Note, Lender requires that this First Amendment be executed, delivered and recorded.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the parties hereto agree as follows:

1. The Recitals herein are true and correct. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Mortgage.

2. The Security Documents are each amended to provide that the term "Loan" or "Indebtedness" shall include the Additional Loan, and all other terms referred to or which are defined with reference to the "Loan" or

"Indebtedness" shall hereinafter be deemed to refer to the Loan or Indebtedness as increased by the Additional Loan. Therefore, the Security Documents are amended by deleting the words "One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)" in each place that the same appears, and substituting in lieu thereof the words and figures "Three Million and No/100 Dollars (\$3,000,000.00)."

3. The principal amount secured by this First Amendment to Mortgage is Three Million and No/100 Dollars (\$3,000,000.00).

4. Borrower represents and warrants to Lender that the representations and warranties of Borrower in the Security Documents are true and correct as of the date hereof, and to the best of Borrower's knowledge, no Event of Default, or event or condition, which with the giving of notice or lapse of time, or both, would constitute an Event of Default, under the Security Documents or other Loan Documents.


5. No right of Lender with respect to the Security Documents, or other Loan Documents, are or will be in any manner released, destroyed, diminished, or otherwise affected by this Amendment

6. All references in the Loan Documents to Security Documents shall be deemed to refer, from and after the date hereof, to the Security Documents; as amended hereby, and as the same may be herein amended.

7. Borrower hereby (a) ratifies and confirms the lien, conveyance and grant contained in and created by the Security Documents, and the terms and conditions of the Security Documents, as the same is amended and modified in this Amendment, and (b) agrees that nothing contained in this Amendment is intended to or shall impair the lien, conveyance and grant of the Security Documents as the same is amended and modified.

8. Except as amended and modified, the Security Documents are hereby confirmed.

[SIGNATURES ON FOLLOWING PAGE]


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

BORROWER:

SHELBY INVESTMENTS, LLC
a Georgia limited liability company

By: _____

Name: Tim Webster

Title: Sole Member

LENDER:

SERVISFIRST BANK,
an Alabama banking corporation

By: _____

Name: Nicholas J. Balanis

Title: Senior Vice President

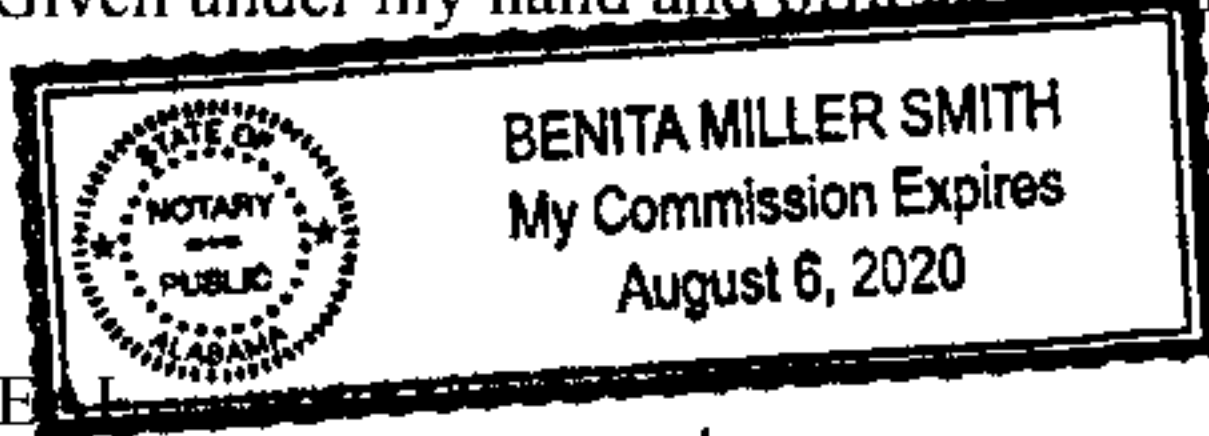


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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Tim Webster, whose name as Sole Member of **SHELBY INVESTMENTS, LLC**, a Georgia 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 representative and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting in its capacity as Sole Member of said limited liability company.

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



Benita Miller Smith
Notary Public

AFFIX SEAL

My commission expires: 8/6/2020

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Nicholas J. Balanis, whose name as Vice President of **SERVISFIRST 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 April, 2018.



Benita Miller Smith
Notary Public

AFFIX SEAL

My commission expires: 8/6/2020

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