

STATE OF ALABAMA
SHELBY COUNTY

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

THIS AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "**Mortgage**") executed on September 12, 2017, by DBI PROPERTIES - GREYSTONE, LLC, a Florida limited liability company (hereinafter the "**Mortgagor**") in favor of **PEOPLES BANK OF ALABAMA**, whose address is 1912 Cherokee Avenue SW, Cullman, Alabama 35055 (hereinafter, along with its successors in interest and/or assigns, collectively the "**Lender**").

WHEREAS, the Mortgage is recorded in Instrument No. 20170929000354640 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto (the "**Mortgaged Property**"), and was given as security for indebtedness evidenced by those certain promissory notes in the original principal amounts of \$2,225,000.00 and \$3,489,601.19, along with any renewals, extensions thereof.

WHEREAS, proceeds from the Note were used for the development of the Mortgaged Property and any improvements located thereon; and

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$8,626.05 was paid to the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, Mortgagor has requested Lender to lend and/or make additional advances under the notes secured by the Mortgaged Property in the principal amount of \$334,000.00 for purposes of completing development of construction and improvements to the Mortgage Property in accordance with the provisions of the Loan Documents and paying customary closing costs associated therewith, and Lender is agreeable to making such changes, refinance and advances, provided Mortgagor, among other things enters into this Amendment, and cause this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Lender to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

1. **Modification of Principal Amount Secured.** Henceforth the Mortgage shall specifically secure not only the existing indebtedness of \$5,714,601.19 evidenced by those Notes dated September 12, 2017, as modified, amended and renewed, but also an additional advance or loan of \$334,000.00 made in

NOTES TO CLERK: (1) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE IS HEREBY INCREASED BY AN AMOUNT EQUAL TO THREE HUNDRED THIRTY-FOUR THOUSAND AND 00/100 DOLLARS (\$334,000.00); (2) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE, AS AMENDED HEREBY, IS SIX MILLION FORTY-EIGHT THOUSAND SIX HUNDRED ONE AND 19/100 DOLLARS (\$6,048,601.19); AND (3) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20170929000354640, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

connection herewith to Borrower, and all the interest thereon. The term "Debt" as used in the Mortgage shall be defined to mean the indebtedness of \$5,714,601.19 including not only the existing indebtedness of \$2,225,000.00 and \$3,489,601.19 evidenced by those Notes dated September 12, 2017, as amended, modified and renewed, together with all interest thereon, and all extensions and renewals thereof, but also the \$334,000.00 advance or loan being made in connection herewith, along with all interest thereon, and all extensions, and renewals thereof.

2. **Amendments.** In addition hereto, Mortgagor further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited:

(a) **Books and Records.** Lender and Mortgagor hereby agree to amend Section 34 of the Mortgage so that Mortgagor's obligations with respect to Books and Records shall be the same as required in the Loan Agreement delivered by Mortgagor to Lender on the same date hereof.

3. **Further Action.** Mortgagor hereby agrees and directs Lender to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

4. **Continuing Validity.** All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not a novation thereof.

[SIGNATURES AND ACKNOWLEDGEMENT CONTAINED ON THE FOLLOWING PAGE.]


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 11 day of July, 2018.

MORTGAGOR:

DBI PROPERTIES - GREYSTONE, LLC, a Florida limited liability company


BY: DBI PROPERTIES, LLC (Manager)

By: 
Print Name: Donald B. Irwin (also known as D. Bruce Irwin)
Title: Sole Member of DBI PROPERTIES, LLC

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald B. Irwin (also known as D. Bruce Irwin), whose name as Sole Member of DBI PROPERTIES, LLC the manager of DBI PROPERTIES - GREYSTONE, LLC, a Florida 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 member of DBI PROPERTIES, LLC as manager for DBI PROPERTIES - GREYSTONE, LLC, a Florida limited liability company, and with full authority, executed the same voluntarily, as an act of said limited liability company acting in his capacity as aforesaid.

Given under my hand and official seal, this the 11 day of July, 2018.


NOTARY PUBLIC
My Commission Expires: 8/21/18

[LENDER'S SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE.]

[AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT.]

LENDER:

PEOPLES BANK OF ALABAMA

By: Frank Lynch
Name: Frank Lynch
Title: Relationship Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank Lynch, whose name as Relationship Manager of the PEOPLES BANK OF ALABAMA, 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/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 18th day of July, 2018.

Jer H. Wellby
NOTARY PUBLIC
My Commission Expires: 9/20/2021

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:

William C. Brown
ENGEL, HAIRSTON & JOHANSON, P.C.
109 North 20th Street, Fourth Floor
P.O. Box 11405
Birmingham, Alabama 35202
(205) 328-4600

EXHIBIT "A"

A parcel of land situated in the SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and run in an Easterly direction along the South line of said section a distance of 1336.01 feet to a 1 1/2 inch open pipe at the SW corner of the SE 1/4 of the SW 1/4 of said Section 32; thence deflect an angle to the left for 132°49'41" and run in a Northwesterly direction a distance of 102.14 feet; thence deflect an angle to the left of 5°01'08" and run in a Northwesterly direction a distance of 112.31 feet; thence deflect an angle to the right of 3°57'03" and run right in a Northwesterly direction a distance of 102.30 feet to the Point of Beginning of the herein described parcel; thence continue along the last described course in a Northwesterly direction a distance of 192.00 feet; thence turn an interior angle of 105°41'08" and run to the right in a Northeasterly direction 628.60 feet to a point on the Southwesterly right of way of U.S. Highway 280, also being a point on a curve; thence turn an interior angle of 91°51'43" to tangent and run to the right in a Southeasterly direction along said right of way and along the arc of a curve to the right having a radius of 2714.79 feet and a central angle of 5°42'14" a distance of 270.26 feet; thence turn an interior angle of 89°27'27" from the tangent of last described curve and run to the right in a Southwesterly direction a distance of 174.46 feet; thence turn an interior angle of 94°23'04" and run to the right in a Northwesterly direction a distance of 57.56 feet; thence turn an interior angle of 265°36'56" and run to the left in a Southwesterly direction a distance of 226.42 feet; thence turn an interior angle of 184°59'51" and run to the left in a Southwesterly direction a distance of 276.15 feet to the Point of Beginning; being situated in Shelby County, Alabama.

TOGETHER WITH beneficial rights to non-exclusive access easement(s) as set out as Parcels B and E:
PARCEL B:

A 50.0 foot wide easement for ingress and egress situated in the SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, said easement lying 25 feet on either side of and parallel to the following described centerline:

Commence at the Southwest corner of said Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the South line of said section on an assumed bearing of North 89°42'31" East a distance of 1336.01 feet to a point at the Southwest corner of the SE 1/4 of the SW 1/4 of said Section 32; thence run North 43°07'10" West for a distance of 102.14 feet to a point; thence run North 48°08'18" West for a distance of 112.31 feet to a point; thence run North 44°11'15" West for a distance of 294.30 feet to a point; thence run North 30°07'38" East for a distance of 424.98 feet to the Point of Beginning of the centerline easement herein described; thence run North 59°52'22" West for a distance of 87.25 feet to a point of curvature; thence run along the arc of said curve to the left having a central angle of 51°26'31" and a radius of 200.00 feet in a Northwesterly to Southwesterly direction for a distance of 179.57 feet; thence run South 68°41'07" West for a distance of 2.26 feet to a point of curvature; thence run along the arc of a curve to the right having a central angle of 46°44'53" and a radius of 230.00 feet in a Southwesterly to Northwesterly direction for a distance of 187.66 feet to a point; thence run North 64°34'01" West for a distance of 196.36 feet, more or less, to a point on the Easterly right of way of Alabama Highway No. 119 and the end of the herein described centerline easement.

PARCEL E:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the South line of said section on an assumed bearing of North 89°42'31" East a distance of 1336.01 feet to a point at the SW corner of the SE 1/4 of the SW 1/4 of said Section 32; thence run North 43°07'10" West for a distance of 102.14 feet to a point; thence run North 48°08'18" West for a distance of 112.31 feet to a point; thence run North 44°11'15" West for a distance of

294.30 feet to a point; thence run North 30°07'38" East for a distance of 449.98 feet to a point; thence run South 59°52'22" East for a distance of 199.20 feet to the Point of Beginning of the herein described easement; thence continue South 59°52'22" East for a distance of 57.56 feet to a point; thence deflect 85°36'56" and run to the left in a Northeasterly direction for a distance of 174.46 feet to a point on the Southwesterly right of way of U.S. Highway No. 280, said point lying on a curve to the right having a central angle of 2°06'39" and a radius of 2714.79 feet; thence deflect 90°32'33" to the right to the tangent of said curve and run along the arc of said curve and along said Southwesterly right of way line for a distance of 100.01 feet; thence deflect 88°25'55" from the tangent of the last described curve and run to the right in a Southwesterly direction for a distance of 216.05 feet to a point; thence deflect 85°36'56" and run to the right in a Northwesterly direction for a distance of 157.86 feet to a point; thence deflect 85°36'56" and run to the right in a Northeasterly direction for a distance of 50.15 feet to the Point of Beginning; being situated in Shelby County, Alabama.

SUBJECT TO reservation and non-beneficial rights to non-exclusive access easement as set out as Parcels C and D:

PARCEL C:

A 50.0 foot wide easement for ingress and egress situated in the SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, said easement lying 25 feet on either side of and parallel to the following described centerline:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along said South line of said section on an assumed bearing of North 89°42'31" East a distance of 1336.01 feet to a point at the SW corner of the SE 1/4 of the SW 1/4 of said Section 32; thence run North 43°07'10" West for a distance of 102.14 feet to a point; thence run North 48°08'18" West for a distance of 112.31 feet to a point; thence run North 44°11'15" West for a distance of 294.30 feet to a point; thence run North 30°07'38" East for a distance of 424.98 feet to the Point of Beginning of the centerline easement herein described; thence run South 59°52'22" East for a distance of 197.29 feet to the end of the herein described easement.

PARCEL D:

A 20 foot wide easement for ingress and egress situated in the SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, said easement being more particularly described as follows:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the South line of said section on an assumed bearing of North 89°42'31" East a distance of 1336.01 feet to a point at the SW corner of the SE 1/4 of the SW 1/4 of said Section 32; thence run North 43°07'09" West for a distance of 102.14 feet to a point; thence run North 48°08'18" West for a distance of 112.31 feet to a point; thence run North 44°11'15" West for a distance of 294.30 feet to a point; thence run North 30°07'38" East for a distance of 449.98 feet to a point; thence deflect 90°00'00" and run to the right in a Southeasterly direction for a distance of 236.70 feet to the Point of Beginning of the easement herein described; thence deflect 85°36'56" and run to the left in a Northeasterly direction for a distance of 175.74 feet to a point on the Southerly right of way of U.S. Highway No. 280, said point lying on a curve to the right having a central angle of 0°25'20" and a radius of 2714.79 feet; thence deflect 90°57'53" to the tangent of said curve and run to the right along the arc of said curve and along said right of way in a Southeasterly direction a distance of 20.00 feet to a point; thence deflect 90°32'33" from the tangent of the last described curve and run to the right in a Southwesterly direction a distance of 174.46 feet to a point; thence deflect 85°36'56" and run to the right in a Northwesterly direction for a distance of 20.06 feet to the Point of Beginning; being situated in Shelby County, Alabama.



A handwritten signature in black ink, appearing to read "James W. Fuhrmeister".