

THIRD AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS THIRD AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT is dated as of the 24th day of Oct, 2018, by and between **CHELSEA PARK HOLDING, LLC**, a Delaware limited liability company ("Mortgagor") and **BRYANT BANK**, an Alabama state banking corporation ("Mortgagee").

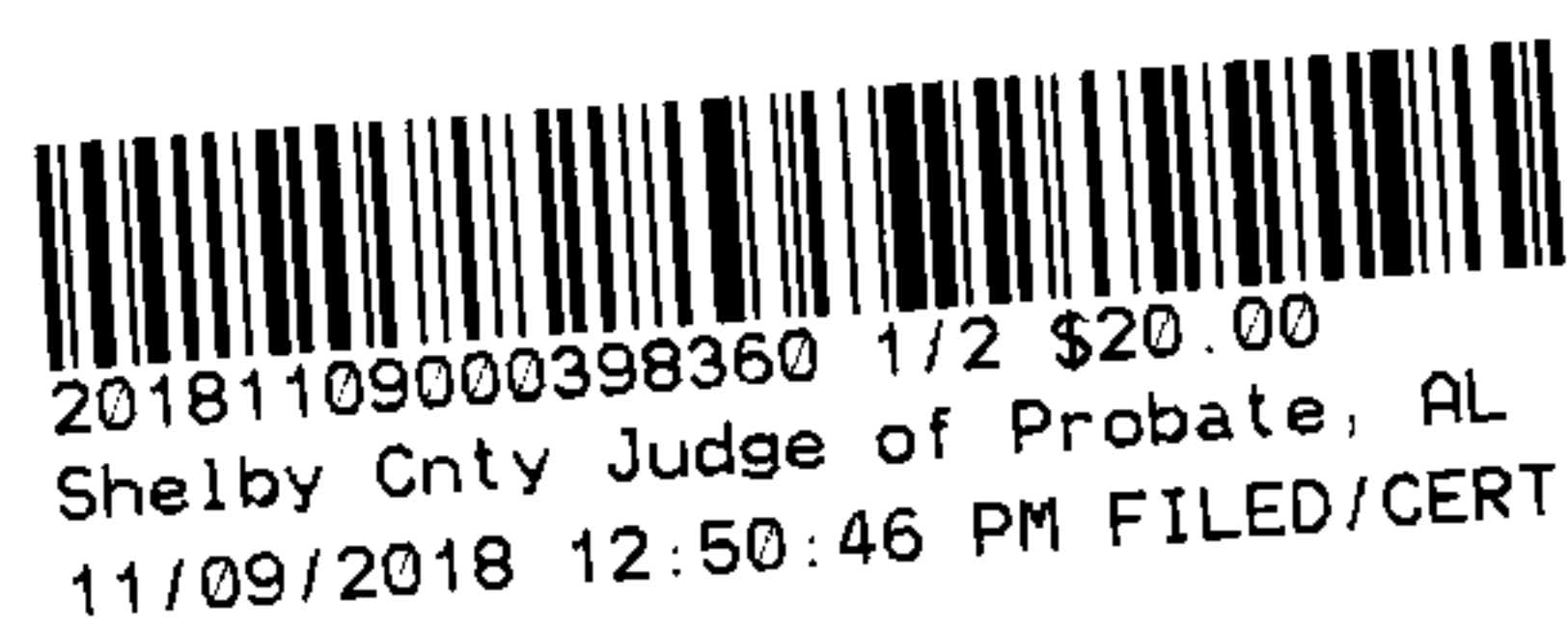
WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Mortgage and Security Agreement dated December 29, 2011 recorded as Instrument 20111229000396030 with the Shelby County Judge of Probate, as amended by that certain Amendment to Mortgage and Security Agreement dated July 7, 2015 recorded as Instrument 20150710000234300 with the Shelby County Judge of Probate, and as further amended by that certain Second Amendment to Mortgage and Security Agreement dated January 27, 2016 recorded as Instrument 20160202000034340 with the Shelby County Judge of Probate; and

WHEREAS, Mortgagor has requested that Mortgagee modify the Mortgage, and Mortgagee is willing to do so on condition that Mortgagor execute and deliver this Amendment;

NOW, THEREFORE, in consideration of the premises, Mortgagor and Mortgagee hereby agree as follows:

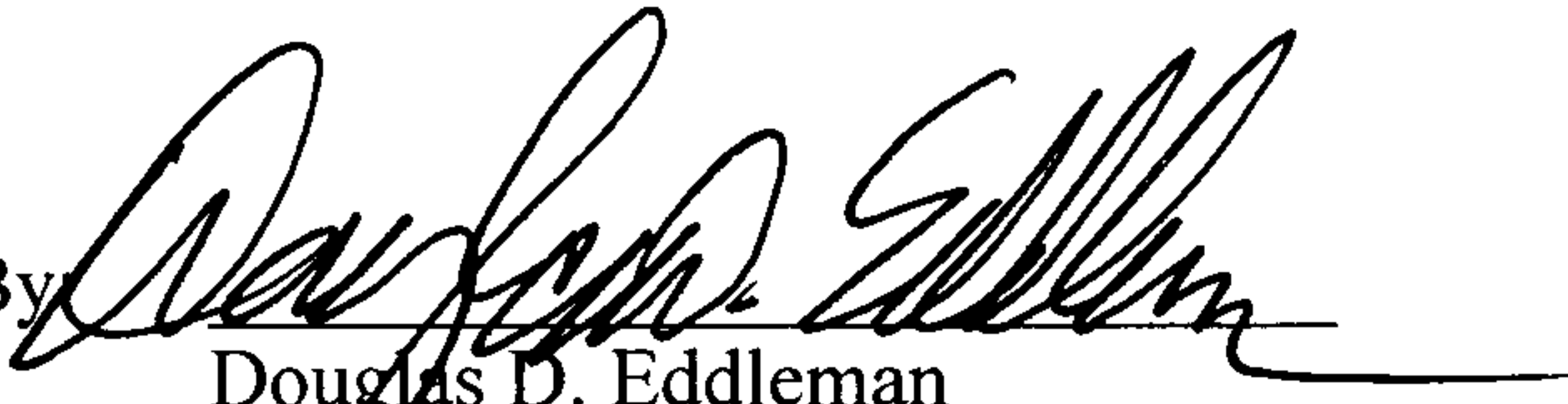
1. In addition to the Secured Debt described in the Mortgage, the Mortgage shall also secure the following:

(viii) all other indebtedness of Mortgagor to Mortgagee whether or not such indebtedness exists at the time this Mortgage is executed by the Mortgagor, including future advances or re-advances of indebtedness made by Mortgagee, and whether or not such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or un-matured, as guarantor or otherwise, joint or several, and otherwise secured or not. This Mortgage secures, in addition to the amounts specified in the Note, future advances or re-advances in an unlimited amount, including any renewal, extension, modification or increase, together with all interest thereon, which Mortgagee may make pursuant to the terms and conditions of the Note or any other note, loan agreement, security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, or any other instrument or agreement of any kind now or hereafter existing as security for or executed in connection with this or any related indebtedness.
2. The amount of indebtedness secured by the Mortgage and the maturity date of the Mortgage have not been modified by this Amendment.
3. Except as amended hereby, the Mortgage shall remain in full force and effect, and its provisions are ratified and affirmed.

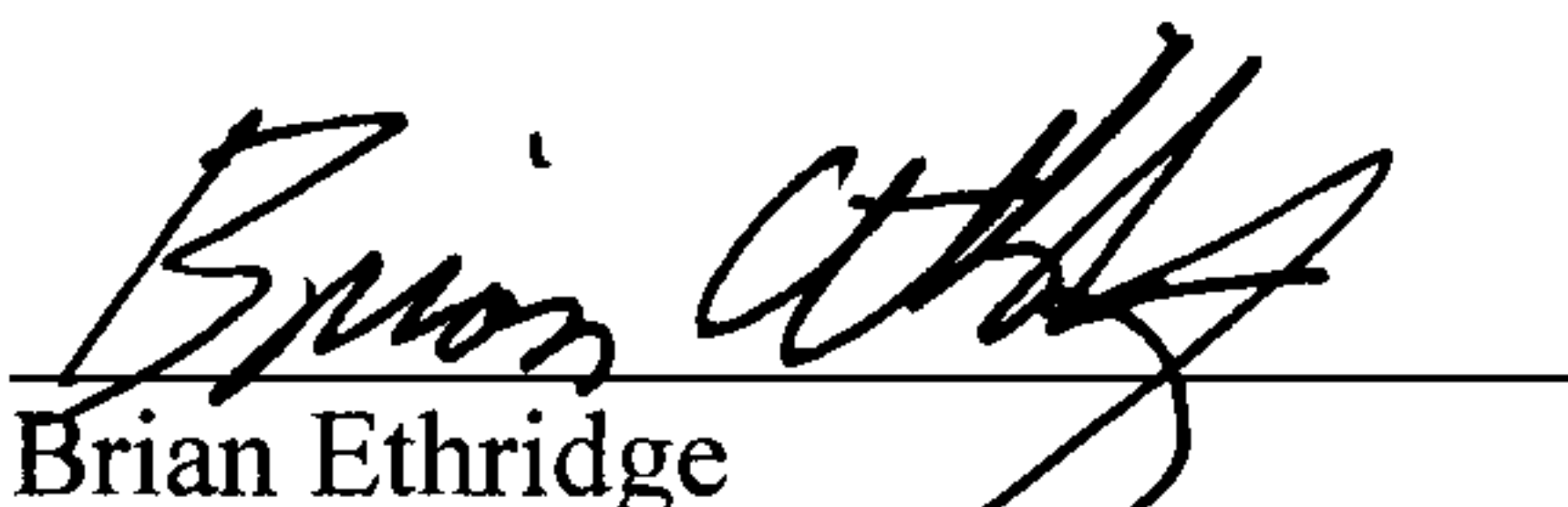


IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the date first above-written.

CHELSEA PARK HOLDING, LLC

By: 
Douglas D. Eddleman
Its Manager

BRYANT BANK

By: 
Brian Ethridge
Its Executive Vice President



20181109000398360 2/2 \$20.00
Shelby Cnty Judge of Probate, AL
11/09/2018 12:50:46 PM FILED/CERT