

This instrument prepared by  
and record and return to:  
Haskins Jones, LLC  
Haskins W. Jones, Esq.  
2805 2<sup>nd</sup> Avenue South, Suite 200  
Birmingham, AL 35233

20190201000033050  
02/01/2019 10:19:16 AM  
MORTAMEN 1/4

**NOTICE TO CLERK: THIS INSTRUMENT MODIFIES THE TERMS OF THE FOLLOWING DOCUMENTS: (1) PRIOR MORTGAGE AND SECURITY AGREEMENT, AS PREVIOUSLY RECORDED AT INSTRUMENT NUMBER 20150106000006220; AND (2) PRIOR ASSIGNMENT OF LEASES AND RENTS RECORDED AT INSTRUMENT NUMBER 20150106000006230, AND (3) SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT RECORDED AT INSTRUMENT NUMBER 20150106000006240 IN THE RECORDING OFFICE OF SHELBY COUNTY, ALABAMA (THE “CLERK’S OFFICE”). NO ADDITIONAL MORTGAGE TAX IS DUE.**

STATE OF ALABAMA                    )  
COUNTY OF SHELBY                )

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

**THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT** (this “Amendment”) is executed as of this the 1<sup>st</sup> day of February, 2019, by **SWS-TX REALTY, INC.**, a Texas corporation (the “Mortgagor”), and **OAKWORTH CAPITAL BANK**, an Alabama state banking corporation, its successors and assigns (the “Mortgagee”).

**RECITALS**

Pursuant to that certain Promissory Note dated as of January 6, 2015 (hereinafter, the “Note”; capitalized terms used herein without definition shall have the meanings ascribed in the Note; together with any other documents executed by Mortgagor or others, the “Loan Documents”), by and between Mortgagor and Mortgagee, Mortgagee agreed to make a loan to Mortgagor in the original principal amount of up to Two Million Seven Hundred Thirteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$2,713,750.00) (as amended, modified, renewed, restated, or extended, the “Loan”).

Pursuant to that certain Mortgage, Assignment of Rents and Security Agreement executed and delivered by Mortgagor in favor of Mortgagee, of even date with the Note and recorded on January 6, 2015, with the Clerk’s Office as Instrument Number **20150106000006220** (the “Mortgage”), Mortgagor granted to Mortgagee a mortgage in certain real property described therein (the “Land”) located in Shelby County, Alabama, in order to secure to Mortgagee the payment and performance of all obligations under the Original Loan Documents.

Each of Mortgagor and Mortgagee has agreed to modify and amend the terms of the Mortgage and other Loan Documents by this Amendment.

## AGREEMENT

**FOR VALUABLE CONSIDERATION**, Mortgagor and Mortgagee agree as follows:

1. **Amendment of Mortgage and Other Loan Documents.**

- (a) The legal description in the Mortgage and other Loan Documents shall be deleted and replaced with "Exhibit A" attached hereto.

2. **Representations and Warranties.** As amended herein, each representation and warranty contained in the Mortgage and the Loan Documents is hereby reaffirmed as of the date hereof. Mortgagor hereby represents, warrants and certifies to Mortgagee that no Event of Default nor any condition or event that with notice or lapse of time or both would constitute an Event of Default, has occurred or is continuing under the Mortgage, the Loan Documents or the Loan, and that Mortgagor has no offsets or claims against Mortgagee arising under, related to, or connected with the Loan, the Mortgage, the Note or any of the Loan Documents.

3. **Regrant and Reconveyance of Property.** The Mortgagor does hereby re-grant and re-convey the Premises (as defined in the Mortgage) to the Mortgagee upon the same terms, covenants, liens, security interests, representations, indemnities and warranties as are contained in the Mortgage, as amended hereby, and does hereby grant to the Mortgagee a continuing assignment and security interest in the Premises and the proceeds thereof, all on the same terms as are set forth in the Mortgage, as amended hereby to secure the Loan Obligations.

4. **Binding Effect.** Except as expressly modified and amended hereby, the terms and conditions of the Mortgage and other Loan Documents shall remain in full force and effect, and the Mortgage and other Loan Documents, as so amended are hereby ratified and affirmed. Mortgagor acknowledges that it has no defenses or setoffs with respect to its obligations under the Mortgage or other Loan Documents, as amended hereby. None of the Mortgagor's obligations or liabilities under the Mortgage or other Loan Documents shall be diminished by any provisions hereof, nor shall this Amendment in any way impair, diminish or affect any of the Mortgagee's rights or remedies under the Mortgage or other Loan Documents, whether such rights or remedies arise thereunder or by operation of law.

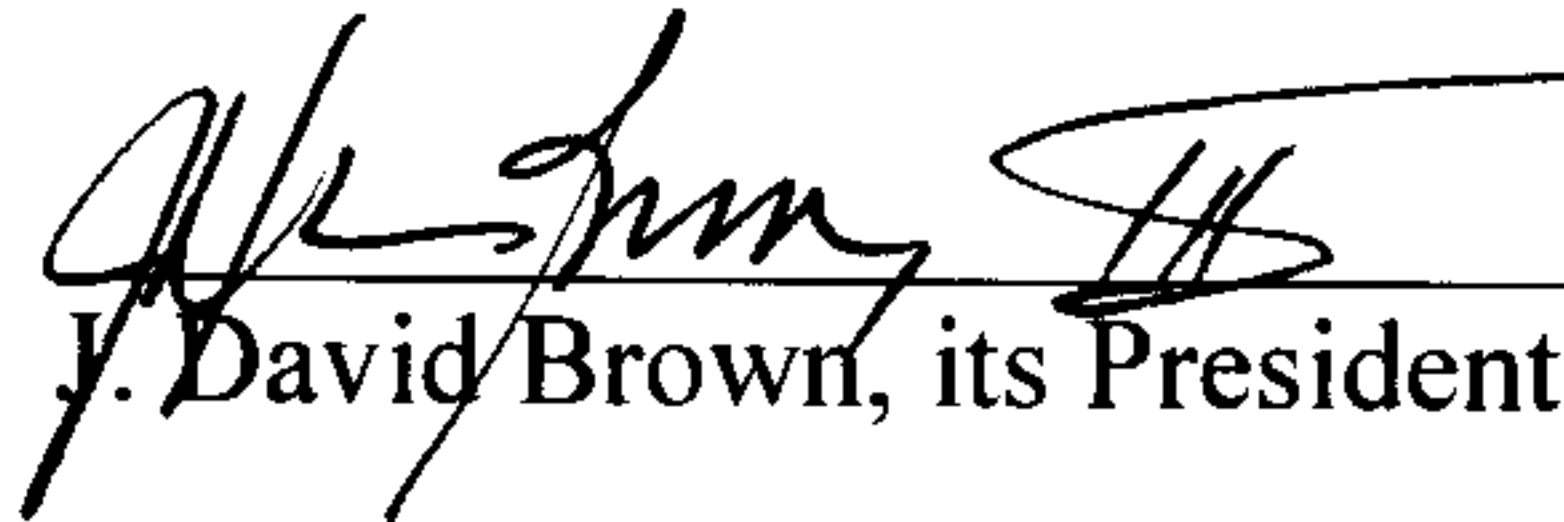
5. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of Mortgagor and Mortgagee has caused this  
Amendment to be properly executed as of the date first above written.

**MORTGAGOR:**

**SWS-TX REALTY, INC.**, a Texas corporation


  
J. David Brown, its President

**STATE OF ALABAMA** )

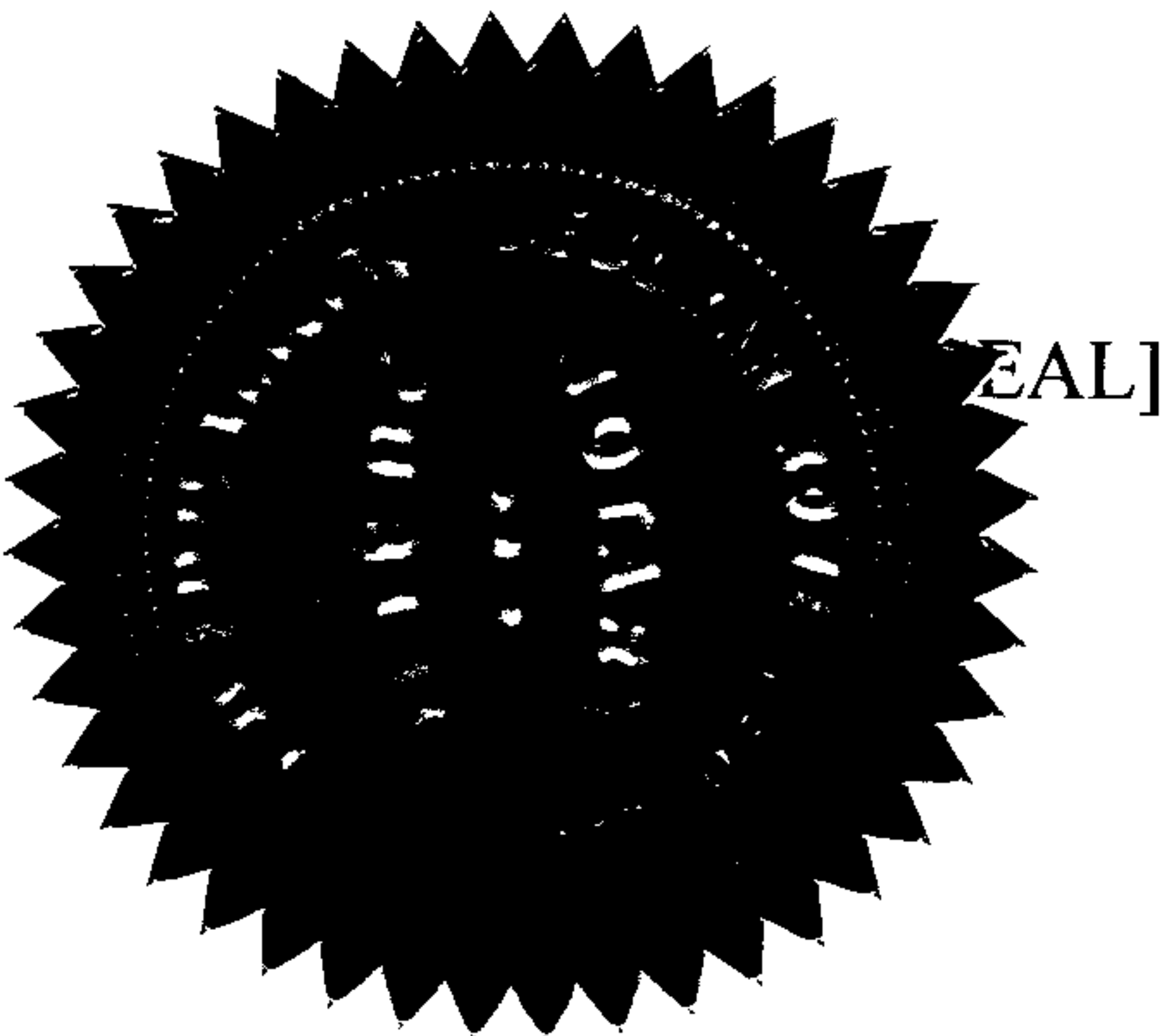
**COUNTY OF JEFFERSON** )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that J. David Brown, whose name as President of SWS-TX REALTY, INC., a Texas 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 President and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Given under my hand and official seal, this 30th day of January, 2019.

  
Notary Public

My commission expires: July 30, 2021



20190201000033050 02/01/2019 10:19:16 AM MORTAMEN  
4/4 Exhibit A  
Legal Description

Parcel I:

Unnumbered lot in the Shelby County Medical Office Building Resurvey recorded in Map Book 43, Page 6 in office of Judge of Probate of Shelby County, Alabama.

Also described as follows:

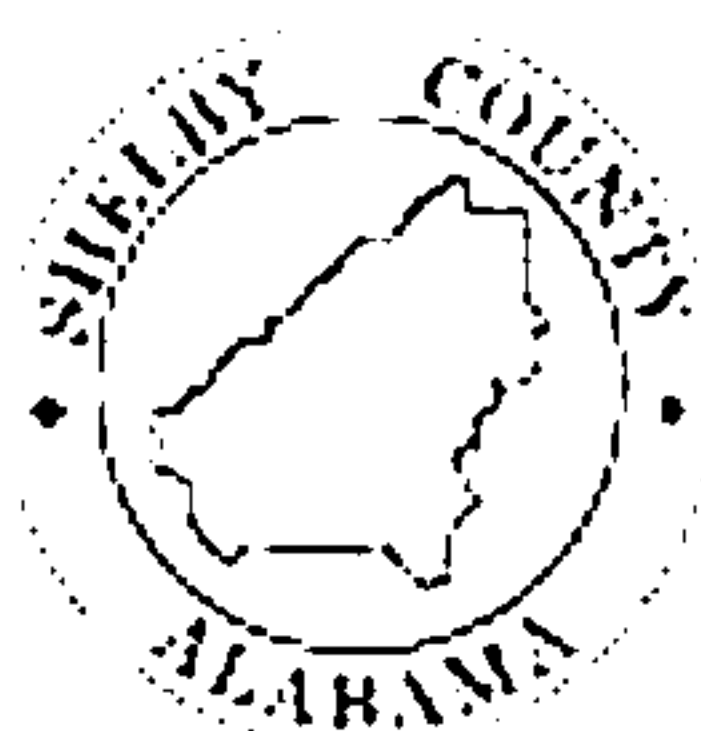
A portion of a parcel of land situated in the Southeast  $\frac{1}{4}$  of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the Southeast corner of Lot 25 of the Nickerson-Scott Survey as recorded in the Probate Office of Shelby County in Map Book 3, Page 34; thence run North along the East line of said Lot 25, a distance of 26.00 feet; thence turn an interior angle to the right of 90 degrees 04 minutes 15 seconds, for a distance of 74.00 feet; thence turn an interior angle of 270 degrees 09 minutes 44 seconds to the right, for a distance of 200.00 feet to the Southerly right of way line of 5<sup>th</sup> Avenue Northeast; thence turn an interior angle of 90 degrees 09 minutes 44 seconds to the right and run along said right of way, for a distance of 100.00 feet; thence turn an interior angle of 89 degrees 49 minutes 39 seconds to the right, for a distance of 126.06 feet; thence turn a interior angle of 270 degrees 11 minutes 19 seconds to the right for a distance of 179.00 feet to the Easterly right of way line of U.S. HWY 31; thence turn an interior angle of 91 degrees 12 minutes 16 seconds to the right and run along said right of way, for a distance of 250.00 feet; thence turn an interior angle of 88 degrees 46 minutes 20 seconds to the right, for a distance of 238.57 feet; thence turn an interior angle of 270 degrees 00 minutes 37 seconds to the right, for a distance of 49.98 feet; thence turn an interior angle of 89 degrees 59 minutes 42 seconds to the right, for a distance of 233.25 feet to the East line of said Section 35; thence turn an interior angle of 80 degrees 46 minutes 35 seconds to the right and run along said East line, for a distance of 202.61 feet; thence turn an interior angle of 99 degrees 09 minutes 43 seconds to the right for a distance of 80.75 feet to the point of beginning.

Parcel II:

Lot No. 1, in Block 3, and the S  $\frac{1}{2}$  of Lot No. 2, in Block 3, according to Nickerson & Scott Survey of part of the E  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 35 and a part of NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 35, Township 20 South, Range 3 West, in Shelby County, Alabama.

Also, that portion of the alley vacated by that certain agreement as executed by Paul Adkins, et al, dated September 9, 1943, and recorded in Deed Book 117, Page 249, in the Probate Records of Shelby County, Alabama, that abuts Lot 1, in Block 3 and the S  $\frac{1}{2}$  of Lot No. 2, in Block 3 of said Nickerson & Scott Survey.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/01/2019 10:19:16 AM  
\$26.00 CHARITY  
20190201000033050

*Allen S. Bayl*