

**ACT OF AMENDMENT**

**TO**

**MORTGAGE**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**BE IT KNOWN**, that on the 11<sup>th</sup> day of March, 2019, before me, Notary, duly commissioned and qualified as such in and for the aforesaid parish and state, and the undersigned competent witnesses, personally came and appeared:

**GEAUX ROUTE HOLDINGS, L.L.C.**, (TIN xxx-xx1850), a Louisiana corporation domiciled in Lafayette Parish, Louisiana, with a permanent business mailing address of 215 Guidry Road, Lafayette, LA 70503, being represented herein by its duly authorized Member/Manager, Stephen Matthew Roth, pursuant to the authority in that certain Certificate of Authority attached to the Memorandum of Lease filed on the same date herewith in the records of Shelby County, Alabama, hereinafter referred to as "Mortgagor"; and

**IBERIABANK** a Louisiana corporation domiciled in Lafayette Parish, Louisiana, with a mailing address of 200 W Congress St., 2nd Floor, Lafayette, LA 70501, herein represented by its duly authorized Senior Vice President, Cindy Pullin, hereinafter referred to as the "Mortgagee";


who did declare and state that Mortgagor did execute a Mortgage (the "Mortgage") in favor of Mortgagee dated January 16, 2019 and filed under Entry No. 2019011600018380, records of Shelby County, Alabama, on property described as Lot 5-A, Tattersall Park, TBD Tattersall Boulevard, Birmingham, Alabama 35242 (the "Property") which secures the payment of a Note dated January 16, 2019, in the original principal amount of \$650,000.00 (the "Bank Note"), from Mortgagor to Mortgagee, together with other indebtedness of Mortgagor to Mortgagee, as that term is defined in the Mortgage.

Mortgagor and Mortgagee acknowledge that it is the intent and desire of Mortgagor and Mortgagee to replace the Bank Note with a new promissory note from Mortgagor to Mortgagee in the original principal amount of Four Million Seven Hundred Twelve And No/100 (\$4,712,000.00) Dollars (the "SBA Note"), and to secure the SBA Note with the Property subject to the Mortgage.

In view of the foregoing, the parties hereto desire to amend the terms of the Mortgage in the following respects:

The paragraph entitled "Note." on page 7 of the Mortgage is hereby amended, in part, to read as follows:

**"Note.** The word "Note" means the promissory note dated March 11, 2019, in the original principal amount of \$4,712,000.00 from grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.  
**NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

  
20190312000079480 1/2 \$6111.00  
Shelby Cnty Judge of Probate, AL  
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The parties hereto further desire to amend the terms of the Mortgage by adding the following Small Business Administration language:

"The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

1. When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

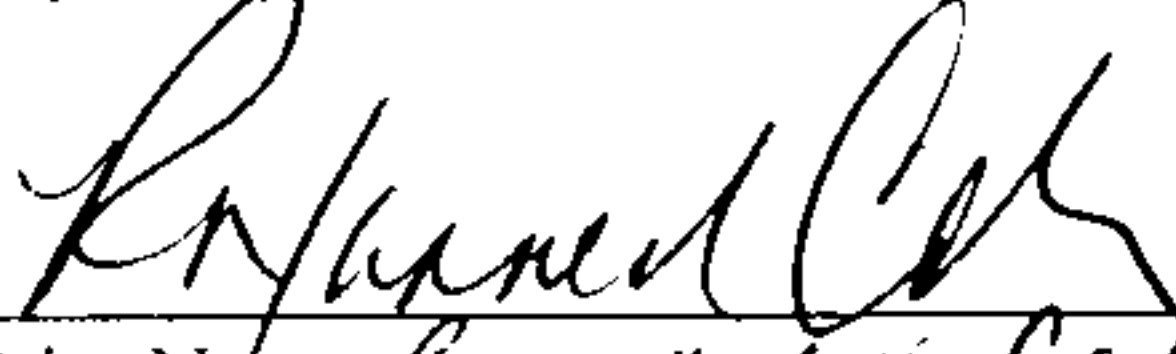
2. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument."

**THUS DONE AND PASSED** in the Parish of Lafayette, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

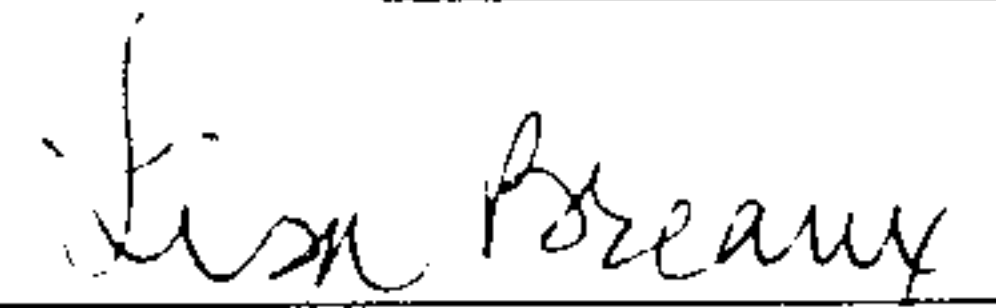
WITNESSES:


GEAUX ROUTE HOLDINGS, L.L.C.

  
Print Name: Rexanne Cole

By:

  
STEPHEN MATTHEW ROTH,  
Member/Manager

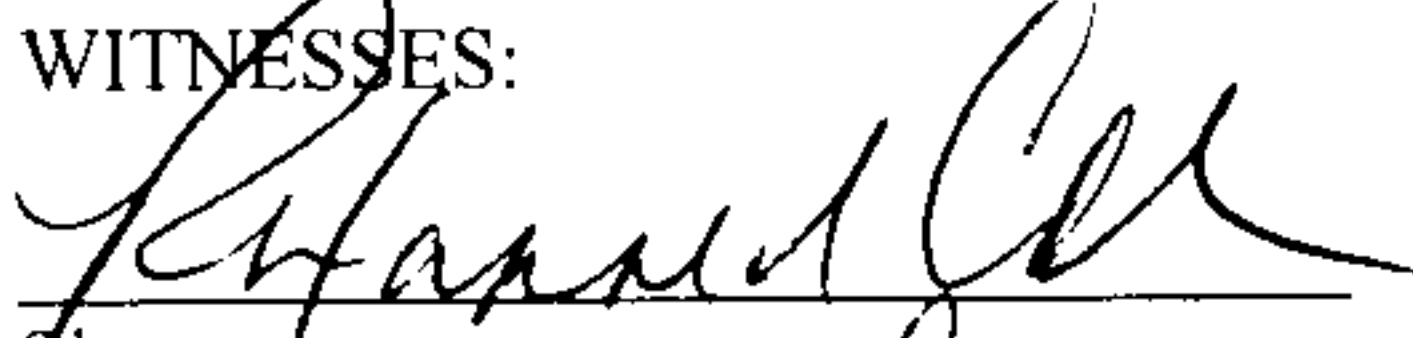
  
Print Name: LISA BREAUX

  
NOTARY PUBLIC  
RANDALL E. OLSON #42266

**THUS DONE AND PASSED** in the Parish of Lafayette, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

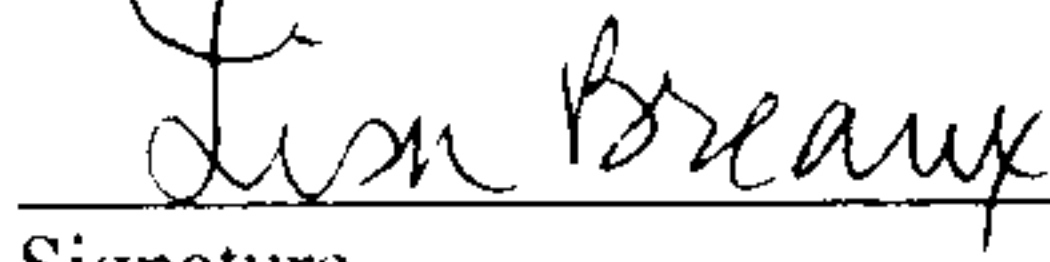
WITNESSES:


IBERIABANK

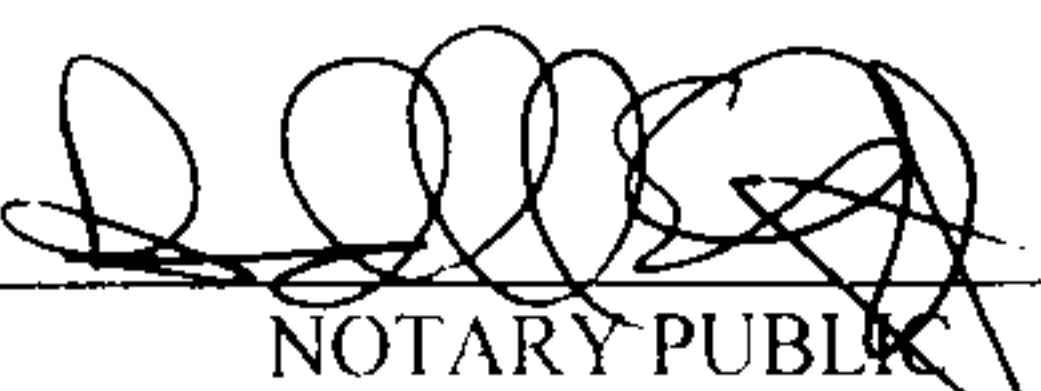
  
Signature  
Print Name

By:

  
CINDY PULLIN, Senior Vice President

  
Signature  
Print Name

  
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Shelby Cnty Judge of Probate, AL  
03/12/2019 11:43:42 AM FILED/CERT

  
NOTARY PUBLIC  
Print Name: Randall E. Olson  
Notary I.D. No.: 42266