

STATE OF ALABAMA
SHELBY COUNTY

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

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING ("**Amendment**") amends that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, executed on January 24, 2019 (hereinafter Mortgage together with any and all amendments and modifications, collectively referred to as the "**Mortgage**") by **SHELBY PRINTING, L.L.C.**, an Alabama limited liability company, whose address is 2967 Pelham Pkwy., Pelham, Alabama 35124-1708 (hereinafter the "**Mortgagor**") in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, whose address is 420 20th Street North, 6th Floor, Birmingham, Alabama 35203 (hereinafter "**Mortgagee**").

WHEREAS, the Mortgage was recorded January 25, 2019, as Instrument No. 20190125000027210 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the tract or parcel or parcels of land situated in Shelby County, Alabama as referenced therein, together with any and all rights and properties, both tangible and intangible, as set forth or defined in the Mortgage (collectively herein referred to as the "**Real Property**,,)

WHEREAS, the Mortgage was given as security in accordance with the terms of a promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt (the foregoing, along with all renewals, extensions, amendments and modifications thereto shall be collectively referred to herein as the "**Note**,,) dated January 24, 2019, and payable in accordance with the terms thereof.

WHEREAS, the Mortgage was given to secure **\$310,000.00** of the principal amount of the Note, together with interest, and all renewals, extension and modifications thereto, along with all refinancings and all other additional indebtedness of Mortgagor to Mortgagee.

WHEREAS, upon the recordation of the Mortgage privilege taxes in the amount of \$465.00 (as required by Ala. Code 1975 § 40-22-2) were paid to the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, Mortgagor has requested Mortgagee extend credit and financing accommodations under the terms of the Note for purposes of (i) adding additional properties, and (ii) adding Kevin Clark Phillips as additional mortgagor under the terms of the Mortgage, who is a member of Mortgagor

NOTES TO CLERK: (1) THIS AMENDMENT ADDS KEVIN CLARK PHILLIPS TO THE MORTGAGE; (2) AMENDS THE LEGAL DESCRIPTION OF THE REAL PROPERTY; AND (3) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING RECORDED AS INSTRUMENT NO. 20190125000027210 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

(Kevin Clark Phillips referred to as "**Additional Mortgagor**,"), and Mortgagee is agreeable to make such accommodations, provided Mortgagor, together with Additional Mortgagor, among other things enter into this Amendment, and causes this financing accommodation and/or extension of credit to Additional Mortgagor to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Mortgagee to lend additional monies to Mortgagor and Additional Mortgagor under the terms of the Agreement, the Mortgage is hereby amended as follows:

1. **Mortgagor**. Henceforth the term Mortgagor shall specifically include not only SHELBY PRINTING, L.L.C., BUT ALSO KEVIN CLARK PHILLIPS, a married person, and Mortgagor, as hereby amended, does hereby grant, bargain, sell, alien, convey and grant security interest unto Mortgagee, its successors or assigns, the Real Property.

2. **Exhibit A** to the Mortgage is amended to add the parcels of real property described on **Exhibit A-1** hereto (the "**Additional Real Property**"), which Additional Real Property shall in all respects be considered as part of the Real Property under the Mortgage to the same extent as if originally included under the real property described in said **Exhibit A**. For good and valuable consideration, Mortgagor, as amended hereby, does hereby grant, bargain, sell, alien and convey unto the Mortgagee, its successors and assigns, the Additional Real Property (and all other "Real Property" as described in the Mortgage as applicable to the Additional Real Property), to secure the same indebtedness (however described) as set forth in the Mortgage and under the same terms, conditions, warranties and representations as set forth in the Mortgage, all of which are hereby adopted by reference.

3. Mortgagor, as hereby amended, hereby warrants that, subject to those matters as otherwise set forth on record in the Office of the Judge of Probate of the respective counties in which the property is located, it is lawfully seized of an indefeasible estate in fee simple in Additional Real Property, and has good and absolute title to all existing personal property hereby granted as security with respect to such Additional Real Property, and has good right, full power and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all grants, reservations, security interests, liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Borrower shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

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

5. **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 ACKNOWLEDGEMENTS ON FOLLOWING PAGES.]

[MORTGAGORS' SIGNATURE PAGE TO AMENDMENT TO MORTGAGE, ASSIGNMENT OF
RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING]

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this ____ day of
September, 2019.

SHELBY PRINTING, L.L.C., an
Alabama limited liability company

BY: *Kevin Clark Phillips*
Kevin Clark Phillips,
Its Managing Member

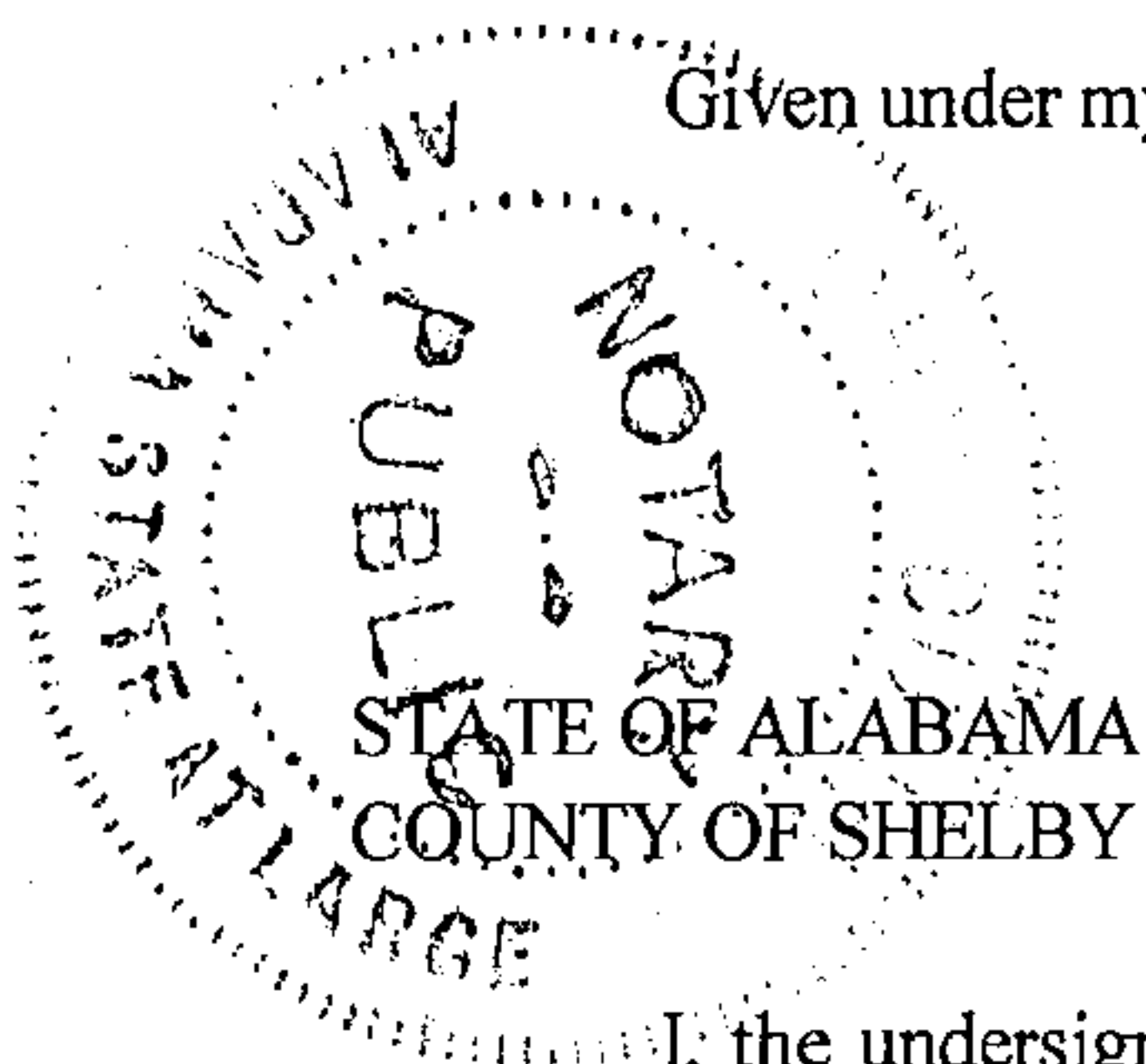
By: *Alice Marie Sharpe*
Alice Marie Sharpe
Its Member

Kevin Clark Phillips L.S.
Kevin Clark Phillips, Individually

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Kevin Clark Phillips**,
whose name as Managing Member of **Shelby Printing, L.L.C.**, an Alabama 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 managing member, and with full authority, executed the same voluntarily, as an act of said limited
liability company, acting in his capacity as aforesaid.

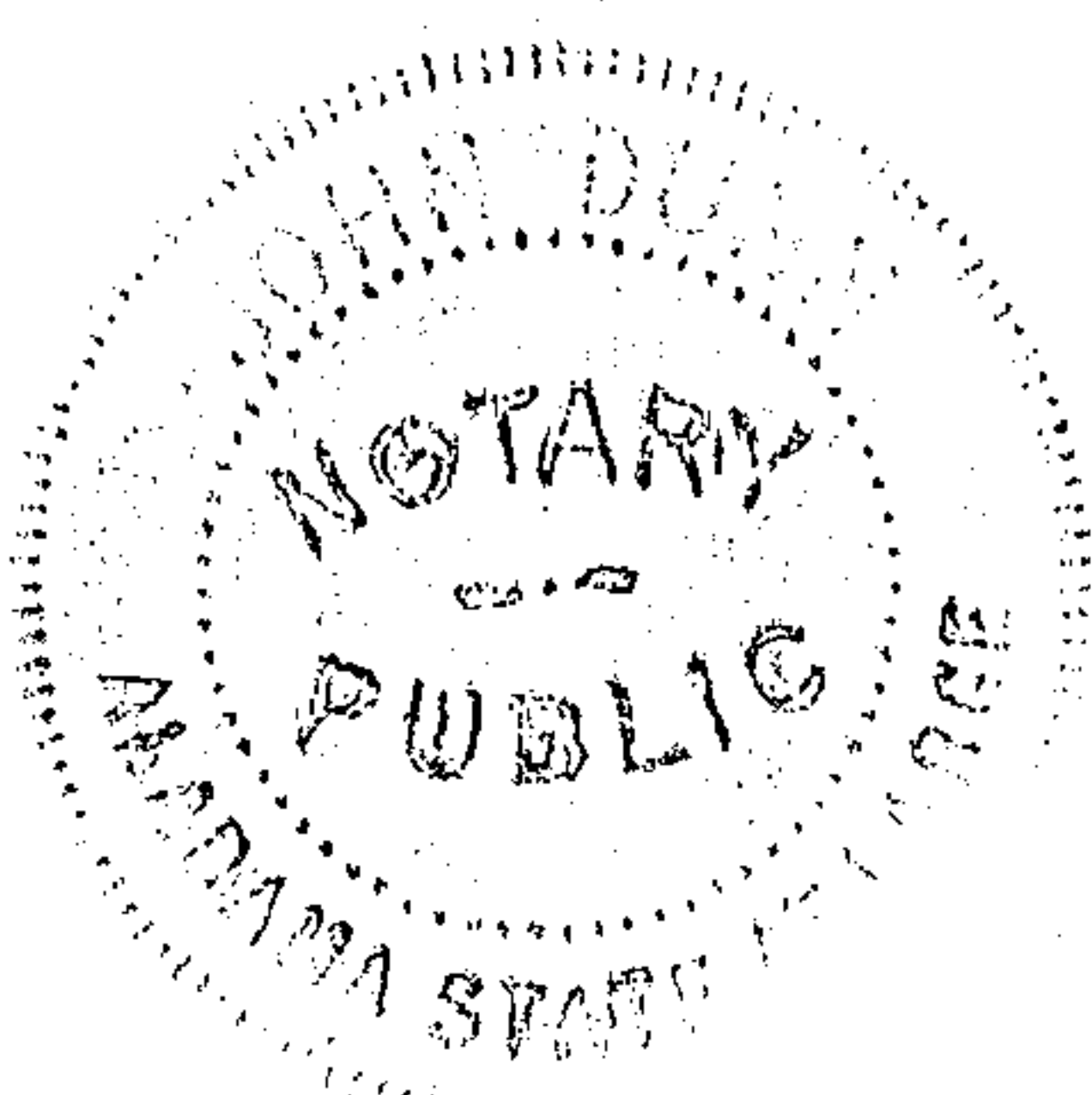
Given under my hand and official seal, this the 10 day of September, 2019.



John Dunn
NOTARY PUBLIC
My Commission Expires: 1/11/22

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Alice Marie Sharpe**,
whose name as Member of **Shelby Printing, L.L.C.**, an Alabama 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, she, as such managing member, and with full authority, executed the same voluntarily, as an act of said limited
liability company, acting in her capacity as aforesaid.

Given under my hand and official seal, this the 10 day of September, 2019.



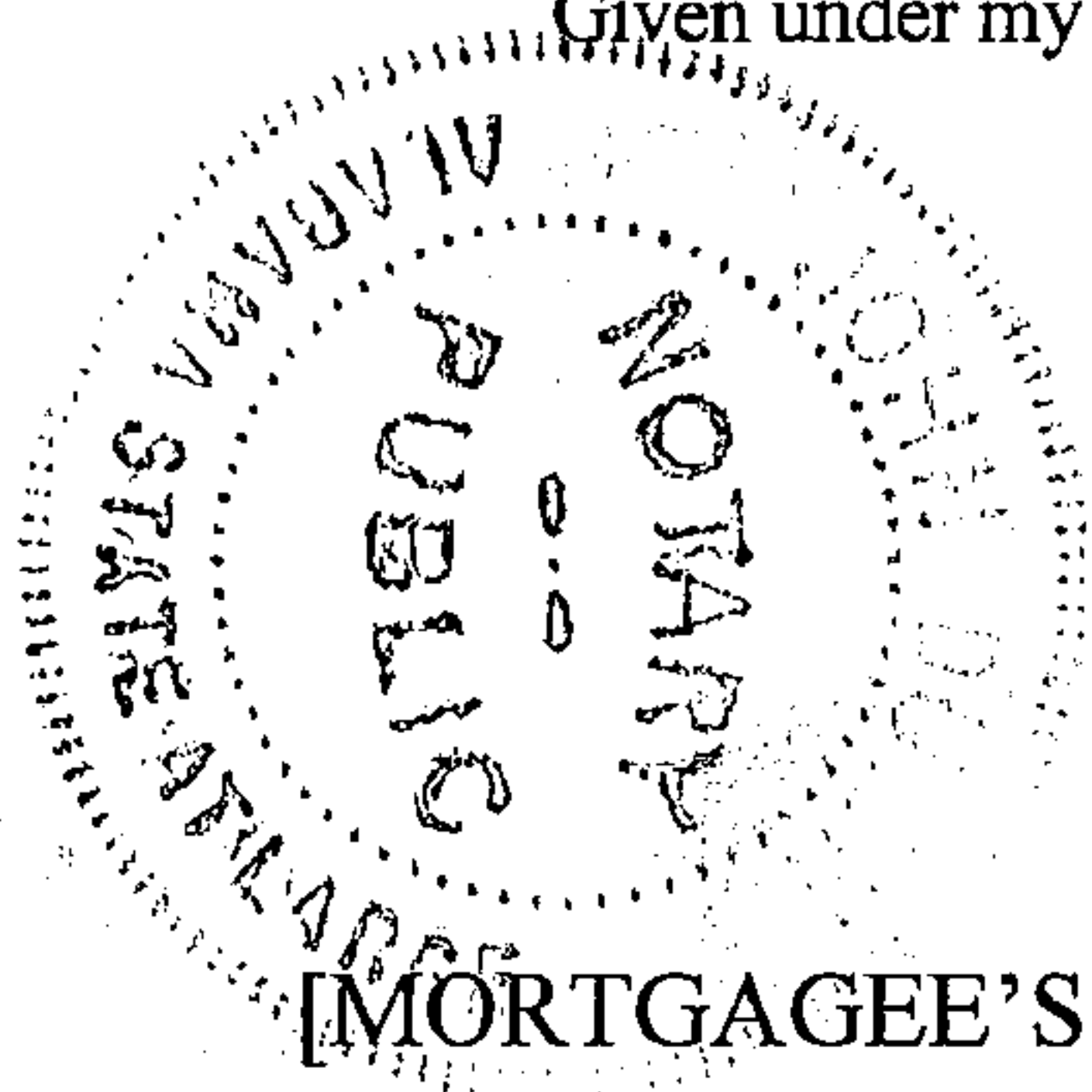
John Dunn
NOTARY PUBLIC
My Commission Expires: 1/11/22

Amendment to Mortgage

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Kevin Clark Phillips**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 10 day of September, 2019.



John Duen
NOTARY PUBLIC
My Commission Expires: 1/11/22

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

[MORTGAGEE'S SIGNATURE PAGE TO
AMENDMENT TO MASTER MORTGAGE]

MORTGAGEE:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

BY: *Ben Martin*
Name: Ben Martin
Title: Senior Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

Ben Martin Personally appeared before me, the undersigned, a Notary Public in and for said State and County, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the *Sp Vice President* of WELLS FARGO BANK, NATIONAL ASSOCIATION, the within named Mortgagee, and that he/she executed the foregoing instrument for the purposes therein contained, by personally signing the name of said corporation.

Witness my hand and seal at office, on this 27 day of September, 2019.

Berthene Williams
NOTARY PUBLIC
My Commission Expires: October 20, 2019

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

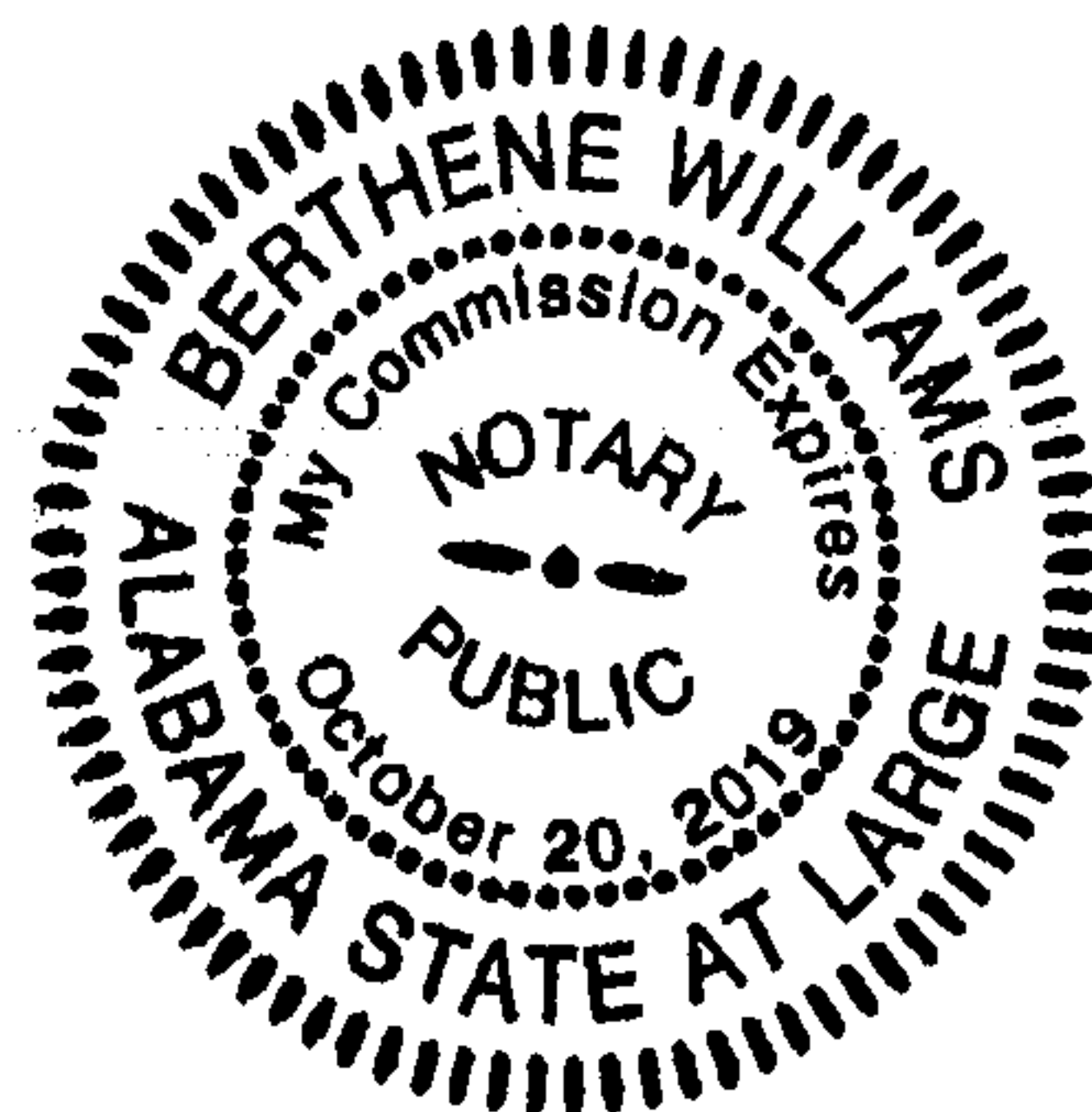


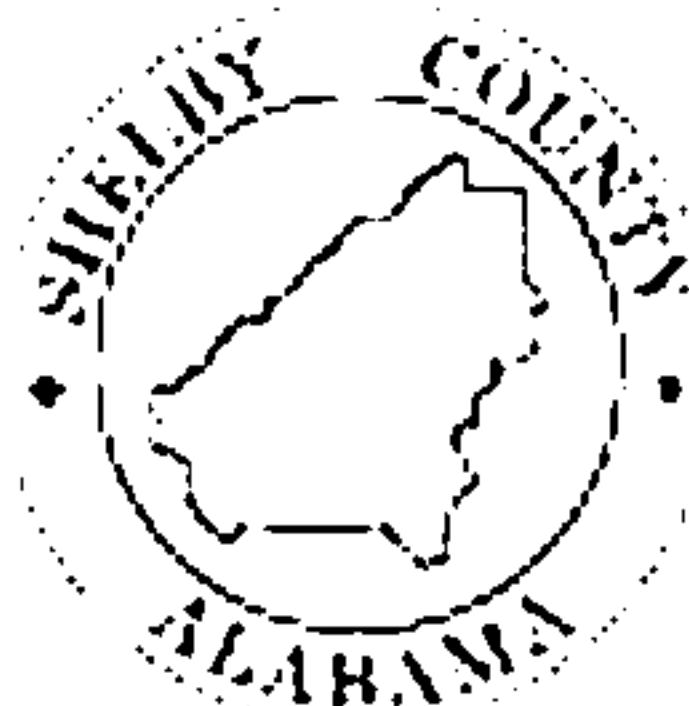
EXHIBIT A-1
(Additional Real Property)

Parcel II

A parcel of land lying in the Southeast 1/4 of the Northwest 1/4 of Section 13, Township 20 South, Range 3 West and a portion of Lot 2, according to the survey of Pelham Industrial Court, as recorded in Map Book 8, page 23, in the Probate Office of Shelby County, Alabama, being more particularly described as follows

Commence at the SW corner of the SW 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, and run East 1787.86 feet; thence North 24 degrees 34 minutes 42 seconds East, 182.70 feet; thence North 22 degrees 03 minutes 44 seconds East 140.25 feet; thence North 19 degrees 07 minutes 34 seconds East, 155.00 feet; thence North 19 degrees 07 minutes 34 seconds East 173.33 feet, thence North 22 degrees 50 minutes 34 seconds East 53.17 feet; thence North 62 degrees 25 minutes 26 seconds West, 157.18 feet to a point on the North right of way of Court Place and the point of beginning; thence continue along said north right of way North 62 degrees 25 minutes 26 seconds west, 58.46 feet; thence along said north right of way North 71 degrees 09 minutes 29 seconds West 484.22 feet; thence leaving said north right of way North 18 degrees 50 minutes 31 seconds East, 168.82 feet; thence North 88 degrees 40 minutes 13 seconds West; 39.18 feet, thence North 01 degrees 05 minutes 37 seconds West, 94.96 feet; thence North 88 degrees 56 minutes 23 seconds East, 93.00 feet; thence South 63 degrees 02 minutes 19 seconds East 75.23 feet; thence North 88 degrees 28 minutes 02 seconds East, 97.16 feet; thence north 00 degrees 00 minutes 17 seconds east, 204.58 feet; thence South 88 degrees 56 minutes 23 seconds west 40.00 feet; thence North 01 degrees 03 minutes 37 seconds west 35.00 feet; thence North 88 degrees 56 minutes 24 seconds East, 58.78 feet, thence North 89 degrees 23 minutes 30 seconds East 96.58 feet; thence North 88 degrees 40 minutes 38 seconds East, 173.71 feet; thence South 00 degrees 30 minutes 06 seconds East, 173.25 feet; thence South 05 degrees 25 minutes 07 seconds west, 146.66 feet, thence South 06 degrees 49 minutes 21 seconds West, 190.14 feet; thence South 13 degrees 17 minutes 19 seconds west 143.57 feet to the point of beginning, all lying in the SE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama.

[NOTE: This property does not constitute the homestead of Mortgagor or Mortgagor,s spouse.]



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/21/2019 01:19:16 PM
\$38.00 CHERRY
20191021000387040

Allen S. Bayl