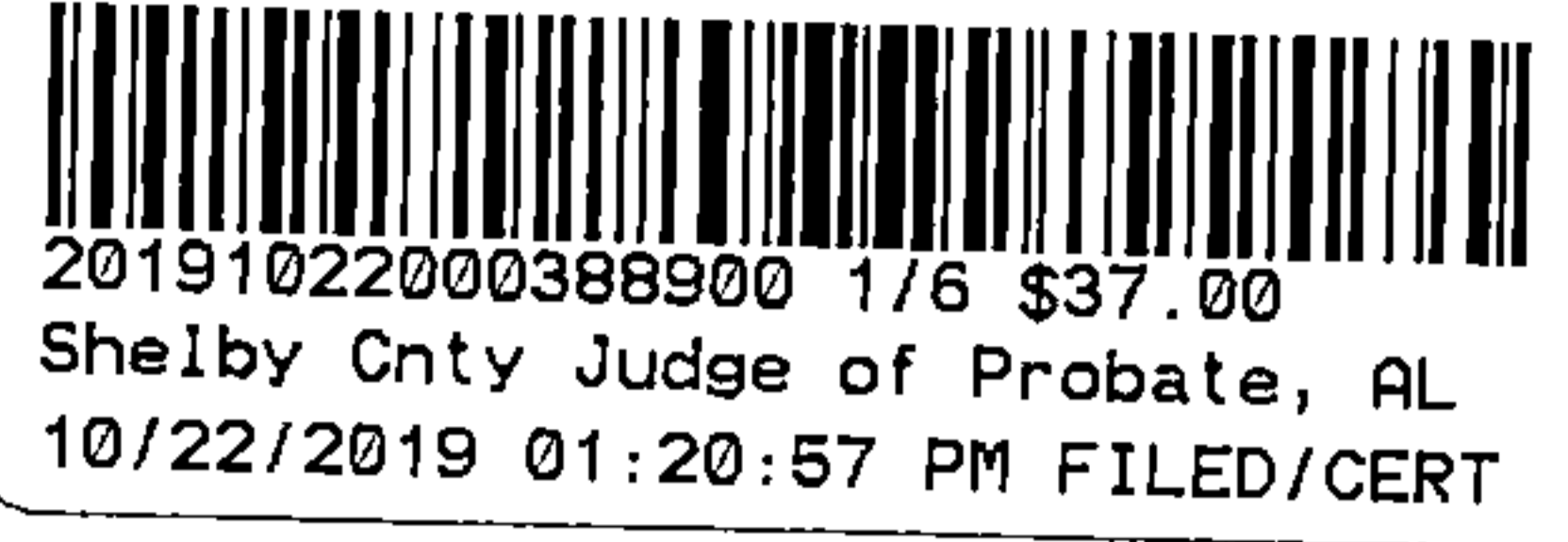


165155642-10

Note to Office of Probate Judge: This Amendment to Assignment of Rents and Leases is filed as additional security for a mortgage recorded simultaneously herewith upon which recording tax has been paid.



This instrument was prepared by and record and return to:

J. Corbitt Tate  
Balch & Bingham LLP  
1901 Sixth Avenue North, Suite 1500  
Birmingham, Alabama 35203-4642

STATE OF ALABAMA )  
  
COUNTY OF SHELBY )

**AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES**

**THIS AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES** (this "Amendment") dated as of the 15 day of October, 2019, is executed by **SEACROCS, LLC**, an Alabama limited liability company (the "Owner"), for the benefit of **SYNOVUS BANK**, a Georgia banking corporation, also known as First Commercial (the "Lender"), which terms Owner and Lender, whenever hereinafter used be construed to refer to and include the legal representatives, successors and assigns of said parties.

A. Owner is justly indebted to the Lender on a loan in the original principal amount of \$2,389,000.00 (the "Loan"), which is evidenced by that certain Promissory Note dated August 22, 2011, executed by Owner and payable to the order of Lender in the original principal amount of \$2,389,000.00 (as amended, modified, renewed, restated or consolidated from time to time, the "Note"). The Loan and Note are secured by, among other things, an Assignment of Rents and Leases dated August 22, 2011, executed by Owner in favor of Lender and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 20110824000250180 (as amended from time to time, the "Assignment of Rents").

B. Concurrent herewith, Lender has agreed to advance an additional principal amount of \$2,005,188.20 to Borrower (the "Additional Advance"), which will increase the outstanding principal amount principal amount of the Loan to \$2,993,926.00. Lender and Borrower have agreed to amend the Note such that the principal amount evidenced by the Note is \$2,993,926.00.

C. Owner and Lender have agreed to amend the Assignment of Rents to evidence that the Assignment of Rents secures the increased amount of the Loan and the Note, as further set forth herein.

**Agreement**

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00), the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Lender agree that the Assignment of Rents is amended as follows:

1. The "Loan Amount" on the first page of the Assignment of Rents shall be increased to \$2,993,926.00. Any and all references in the Assignment of Rents to the loan amount of \$2,389,000.00 (however written) shall be deleted and \$2,993,926.00 shall be substituted in place thereof.

2. The Assignment of Rents, as amended herein, is hereby affirmed by Owner in its entirety, including, without limitation, each and every representation, warranty, covenant and agreement made by Owner therein. Owner hereby agrees and acknowledges that the Assignment of Rents shall secure the Note and Loan, as amended and increased to \$2,993,926.00 concurrent herewith.

3. Except as modified herein, all other terms and conditions of the Assignment of Rents shall remain in full force and effect.

4. This document may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute one (1) document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages may be combined into one single document.

*[Remainder of this page is blank – signature pages follow]*



20191022000388900 2/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
10/22/2019 01:20:57 PM FILED/CERT

IN WITNESS WHEREOF, Owner has duly executed this Amendment on the day and year first above written.

**OWNER:**

**SEACROCS, LLC**, an Alabama limited liability company

By: J. Rodney Seay (SEAL)  
Name: J. Rodney Seay  
Title: Member

By: Troy W. Crocker (SEAL)  
Name: Troy W. Crocker  
Title: Member

STATE OF ALABAMA )  
COUNTY OF Jefferson )



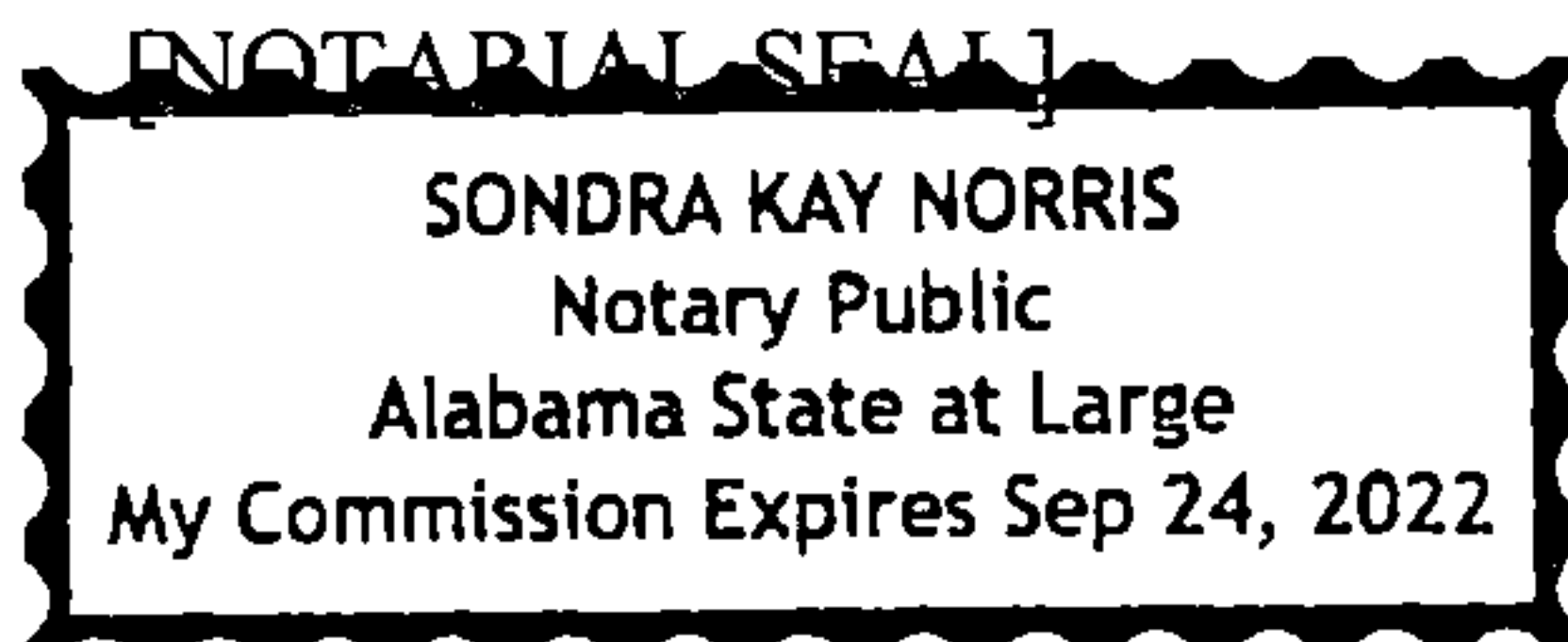
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Shelby Cnty Judge of Probate, AL  
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I, the undersigned, Notary Public in and for said County in said State, hereby certify that J. Rodney Seay, whose name as Member of **SEACROCS, LLC**, an Alabama 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 the instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 15<sup>th</sup> day of October, 2019.

Sandra Kay Norris  
Notary Public

My commission expires: 09-24-2022



STATE OF ALABAMA )

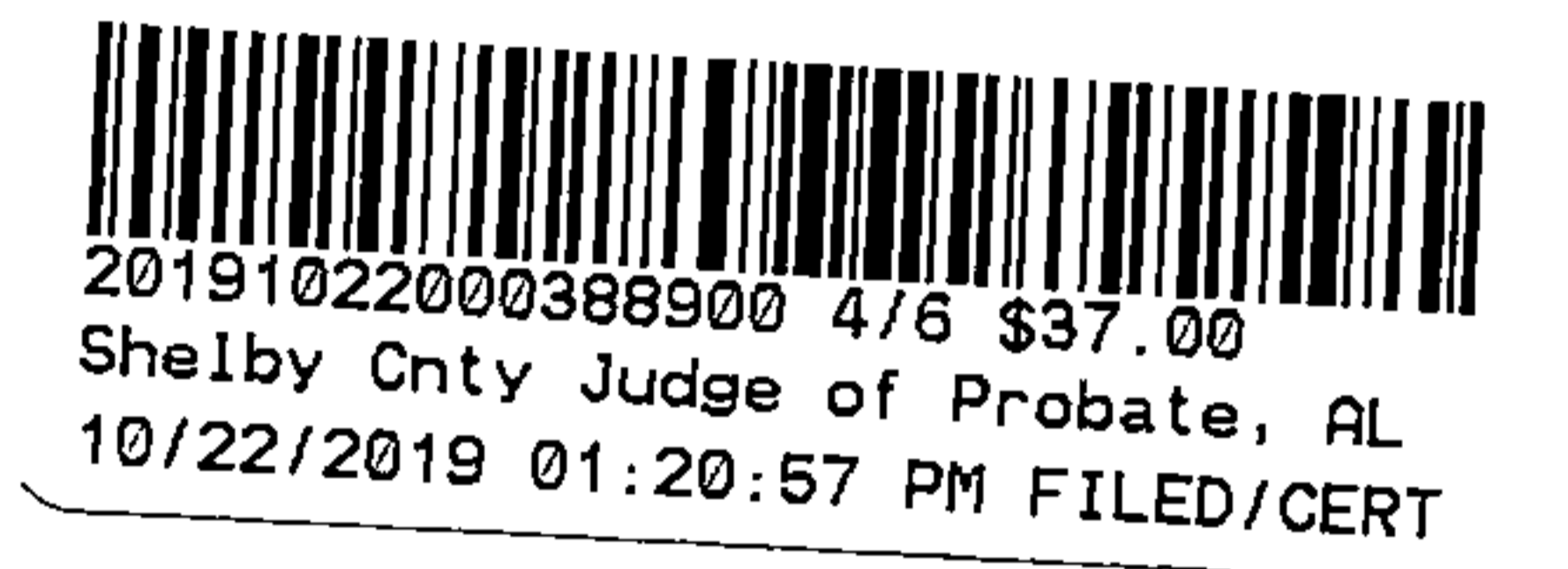
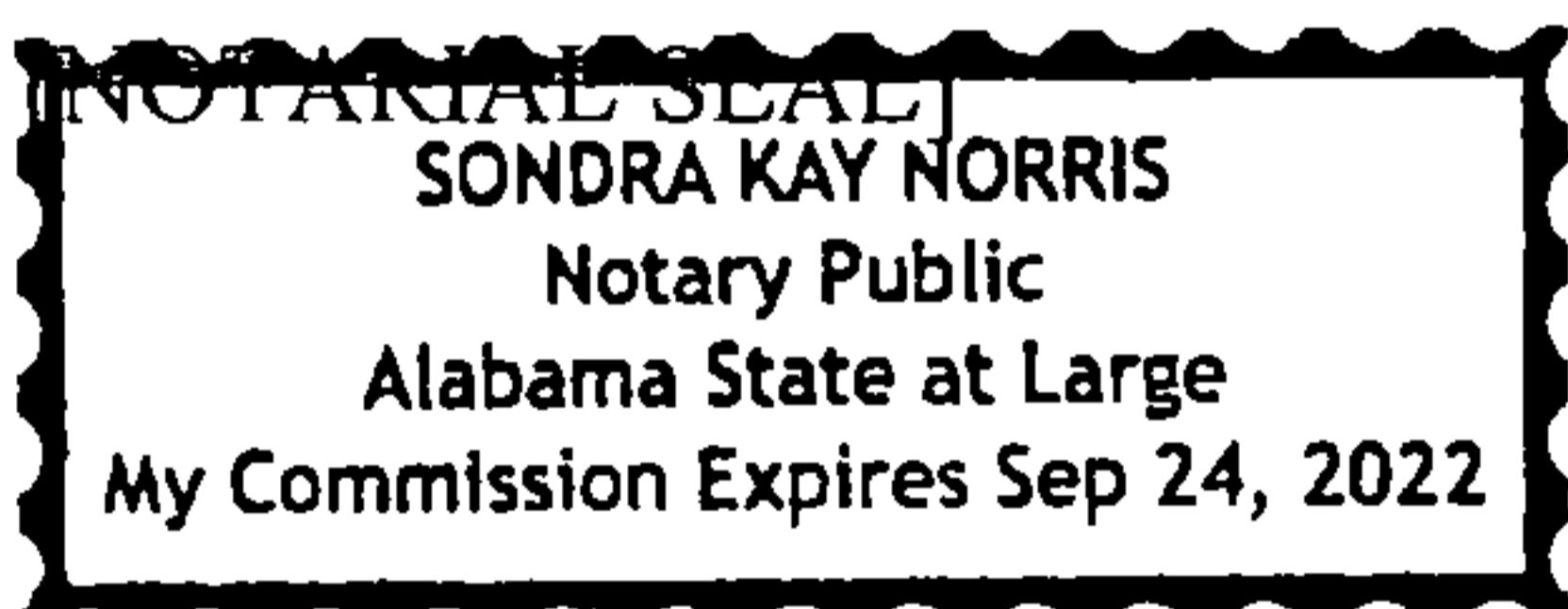
COUNTY OF Jefferson )

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Troy W. Crocker, whose name as Member of **SEACROCS, LLC**, 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 the instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 15<sup>th</sup> day of October, 2019.

Sandra Kay Norris  
Notary Public

My commission expires: 09-24-2022



IN WITNESS WHEREOF, Lender has duly executed this Amendment on the day and year first above written.

**LENDER:**

**SYNOVUS BANK**, a Georgia banking corporation

By: *Michael W. Crane* (SEAL)  
Name: MICHAEL W. CRANE  
Title: SVP

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Michael W. Crane, whose name as Senior Vice President of **SYNOVUS BANK**, a Georgia 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 the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand this the 15<sup>th</sup> day of October, 2019.

*Sandra Kay Norris*  
Notary Public

My commission expires: 09-24-2022

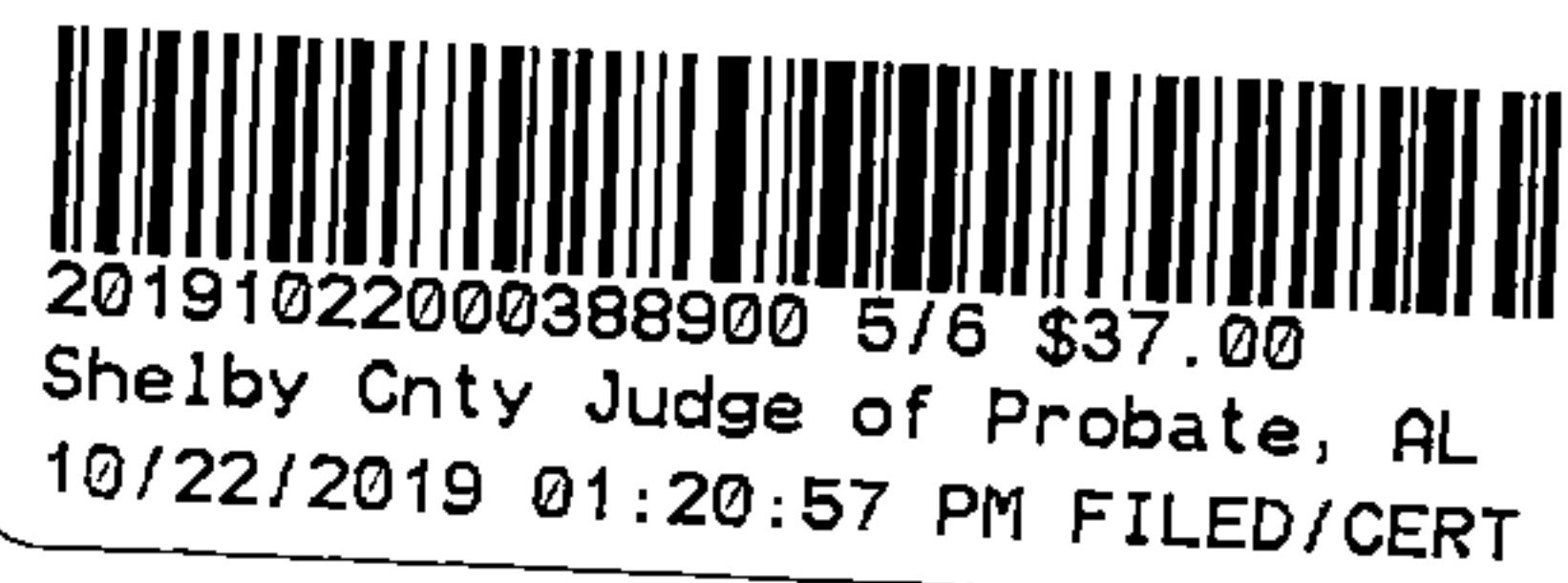
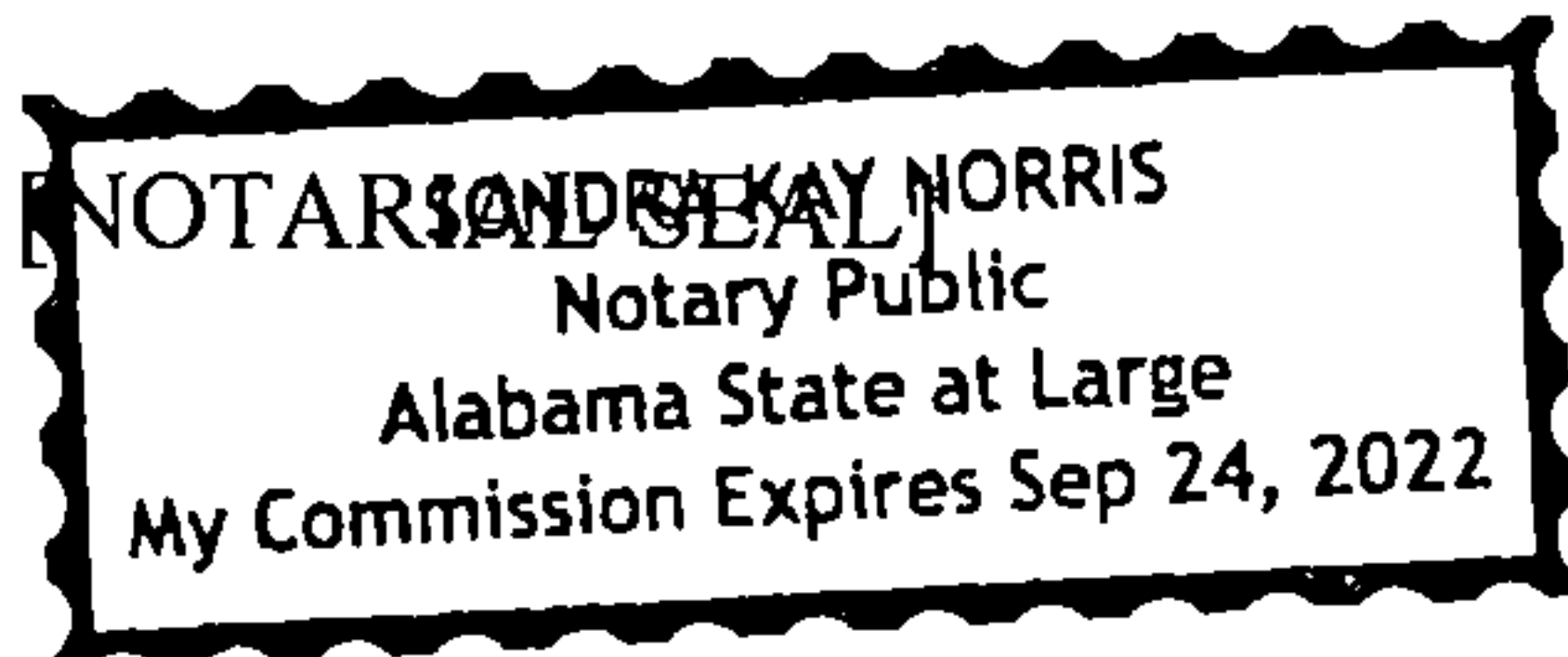


Exhibit A

The following real property situated in Shelby County, Alabama:

Commence at the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 14, Township 20 South, Range 3 West; thence run North along the West line of said 1/4 - 1/4 section line for a distance of 536.56 feet to a point on the Northwesterly right of way line of Parker Drive; thence turn an angle to the right of 41°28'50" and run in a Northeasterly direction along the Northwesterly right of way line of Parker Drive for a distance of 390.82 feet to the point of beginning; thence continue Northeasterly along last described course for a distance of 479.94 feet to its intersection with the Southwesterly right of way line of the Atlantic Coast Line Railroad; thence turn an angle to the left of 90° and run in a Northwesterly direction along said right of way of said railroad for a distance of 106.00 feet to the point of commencement of a curve to the left, said curve having a central angle of 04°15'02" and a radius of 2741.56 feet; thence run in a Northeasterly direction along the arc of said curve and the Southwesterly right of way of said railroad for a distance of 203.39 feet to the end of said curve; thence run along the tangent extended from said curve and the Southwesterly right of way line of said railroad for a distance of 381.50 feet; thence turn an angle to the left of 85°45'23" and run in a Southwesterly direction for a distance of 39.93 feet; thence turn an angle to the right of 98°51'17" and run in a Northwesterly direction for a distance of 155.15 feet; thence turn an angle to the left of 17°02'34" and run in a Northwesterly direction for a distance of 97.75 feet; thence turn an angle to the left of 80°46'57" and run in a Southwesterly direction for a distance of 412.55 feet; thence turn an angle to the left of 90°01'36" and run in a Southeasterly direction for a distance of 250.01 feet; thence turn an angle to the right of 90° and run in a Southwesterly direction for a distance of 179.93 feet to a point on the Northeastern right of way line of Stuart Lane; thence turn an angle to the left of 90°05'15" and run along said right of way line in a Southeasterly direction for a distance of 109.83 feet; thence turn an angle to the left of 89°53'26" and run in a Northeasterly direction 179.63 feet; thence turn an angle to the right of 89°57'55" and run in a Southeasterly direction for a distance of 579.71 feet to the Point of Beginning.



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