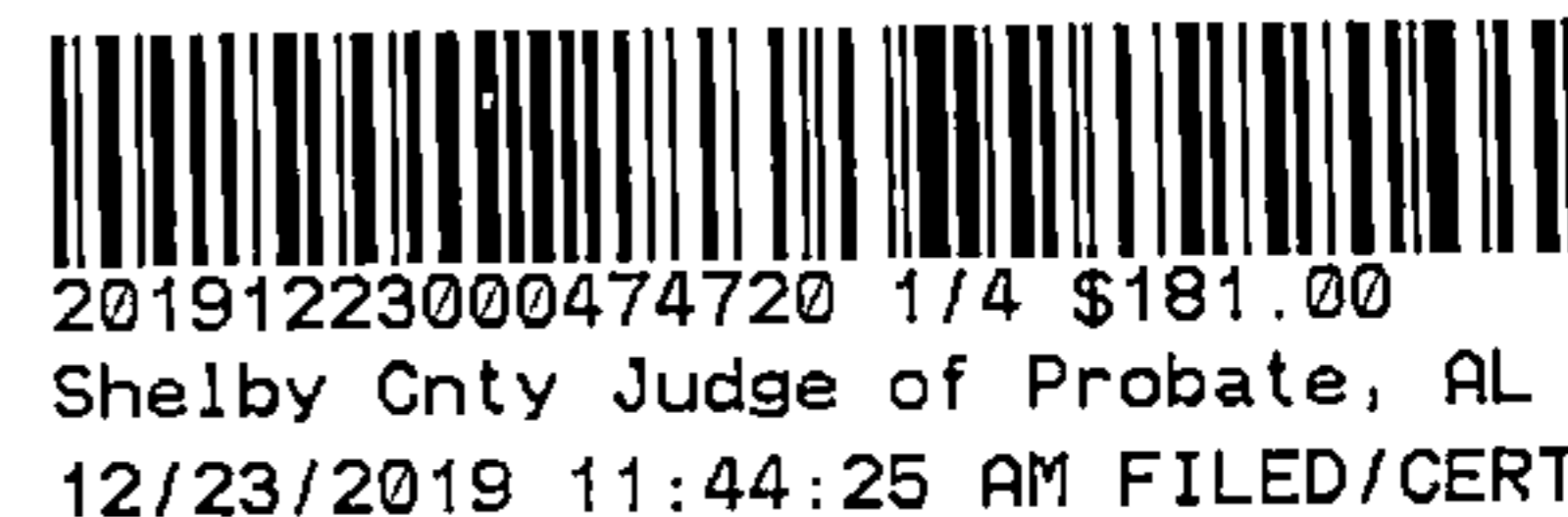


This instrument was prepared by  
and upon recording returned to:

James A. Hoover, Esq.  
Burr & Forman LLP  
420N.20th St., Ste. 3400  
Birmingham, AL 35203



**NOTE TO RECORDER:** Borrower is indebted to Lender for a loan in the maximum principal amount of \$650,000.00 ("Original Indebtedness"), which is secured by that certain Mortgage dated October 15, 2018 and recorded with the Office of the Judge of Probate of Shelby County, Alabama as Instrument 20190927000354560 upon the recording of which recording privilege tax in the amount of \$975.00 was paid. This instrument is given in connection with increase of the Original Indebtedness in the amount of \$100,000.00 to the maximum principal amount of \$750,000.00. The maturity date of the Loan is not being extended. Accordingly, mortgage recording privilege tax in the amount of \$150.00 is being paid upon the recording of this instrument only upon the increase of the principal indebtedness secured hereby.

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

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made effective as of the ~~25<sup>th</sup>~~ day of October 2019 from HEATHERWOOD HILLS COUNTRY CLUB, LLC, an Alabama limited liability company, as mortgagor, whose address is 400 St. Anne's Drive, Birmingham, Alabama, 35244, Attention: General Manager ("Mortgagor"), in favor of Kara Sartain and Bart Rice, as co-Agents under that certain Credit Agreement (as hereinafter defined) for their respective benefit and the benefit of all other Mortgagees (as hereinafter defined), having an address c/o Terry Sides at Hales Sides LLC at 600 Financial Center, 505 20th Street North, Birmingham, Alabama 35203 (hereinafter, "Mortgagee") and amends that certain Mortgage, Assignment Of Leases And Rents, Security Agreement And Fixture Filing, dated as of October 15, 2018, as recorded in Shelby County, Alabama at Book \_\_\_\_\_ Page \_\_\_\_\_ (together with all modifications, amendments, and extensions, the "Security Instrument").

**RECITALS**

WHEREAS, The Security Instrument originally secured a Revolving Promissory Note issued by Mortgagor to Mortgagee in the face amount of \$650,000.00 dated October 15, 2018 (the "Note"), as further evidenced by that certain Credit Agreement dated October 15, 2018 by and between the parties hereto (together with all modifications, amendments, extensions, the "Loan Agreement"); and

**WHEREAS**, Mortgagee has agreed to conditionally modify certain terms and conditions of the Note, the Security Instrument, and the related loan documents pursuant to the terms and conditions set forth in that certain First Amendment to Credit Agreement dated October 15, 2018, and executed by and between Mortgagor and Mortgagee (the “First Loan Agreement Amendment”);

**WHEREAS**, pursuant to that First Amendment to Credit Agreement, Mortgagee has executed and delivered to Mortgagor that certain Revolving Promissory Note of even date herewith (as may be amended, renewed, extended, modified and/or replaced from time to time), to increase the original principal balance from \$650,000.00 to \$750,000.00 by adding an additional \$100,000.00 to the principal balance, with interest due thereon as set forth therein; and

**WHEREAS**, the execution and delivery of this Amendment by Mortgagor is a condition of the First Amendment to Credit Agreement; and

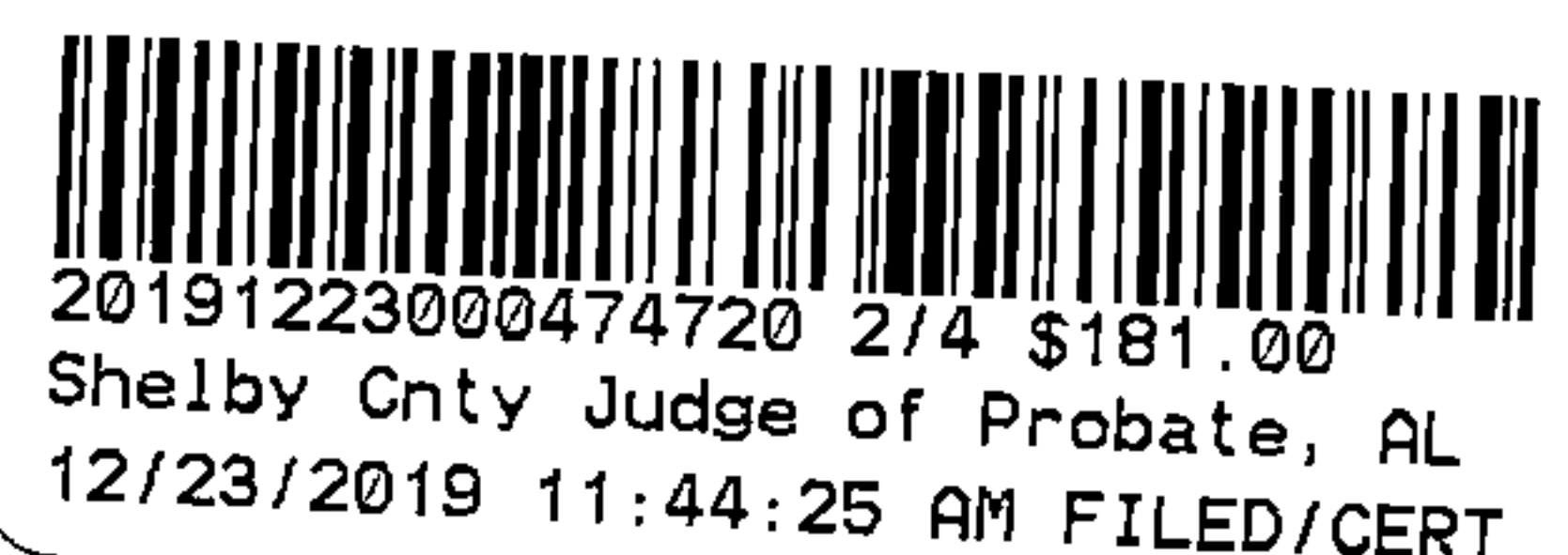
**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00), these presents, and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Security Instrument is hereby modified, amended, and restated as follows:

1. **Recitals**. The above recitals are confirmed by Mortgagee as true and correct, and the documents referred to therein are incorporated herein by reference. The recitals are a substantive, contractual part of this Amendment.

2. **Capitalized Terms**. Capitalized terms not otherwise defined in this Amendment shall have the same meaning ascribed to them in the Credit Agreement, unless otherwise specified in this Amendment.

3. **Amendment**. Notwithstanding any language or provisions to the contrary in the Security Instrument, the term “Note” as used in the Security Instrument shall mean the Revolving Promissory Note. Further, notwithstanding any language or provisions to the contrary in the Security Instrument, the term “Indebtedness” as used in the Security Instrument shall mean any and all indebtedness, liabilities and obligations of Mortgagor due under the Revolving Promissory Note and First Amendment to Credit Agreement, as may be amended, renewed, extended, modified and/or replaced from time to time, and together with any and all other indebtedness, liabilities or obligations now or hereafter owed by Mortgagor to Mortgagee, its successor or assigns.

4. **Event of Default**. Any failure of Mortgagor to perform any covenant, provision or other obligation under the First Amendment to Credit Agreement, the Security Instrument, this Amendment, the Revolving Promissory Note, or any other documents executed by Mortgagor in favor of Mortgagee, shall constitute an “Event of Default” under the Security Instrument, and this Amendment. Additionally, any default or Event of Default under any of the other Loan Documents (as defined in the Security Instrument) shall constitute an “Event of Default” under the Security Instrument and this Amendment.



5. **Ratification and Reaffirmation of Security Grant.** The Security Instrument, as amended, modified, and/or restated by this Amendment, is hereby ratified and reaffirmed. Further, Mortgagor acknowledges and agrees that it has granted and hereby does grant and convey to Mortgagee a first-in-priority security title to and interest in all real property and personal property described in the Security Instrument, which is incorporated herein by reference, to secure payment and performance of the Indebtedness.

6. **No Novation.** This Amendment shall not be construed to be a novation of any of the existing indebtedness, obligations and/or liabilities owing to Mortgagee. Further, the parties do not intend this Amendment, to adversely affect or impair the continuity or priority of Mortgagee's existing interest in any property securing the indebtedness due under the Restated Note in any way. Nothing herein contained and no actions taken by Mortgagee in connection herewith shall constitute nor shall they be deemed to be a waiver, release or impairment of any rights, remedies or privileges afforded to Mortgagee under the Security Instrument, the Assignment of Leases and Rents, or under any state commercial code or under any other applicable law or in equity.

7. **Miscellaneous.**

a. Except as specifically and expressly modified hereby, all of the terms, conditions and provisions of the Security Instrument shall remain in full force and effect. In case of a conflict between the terms of the Security Instrument and this Amendment, this Amendment shall control.

b. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

c. This Amendment shall be governed by the laws of the State of Florida.

d. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**



20191223000474720 3/4 \$181.00  
Shelby Cnty Judge of Probate, AL  
12/23/2019 11:44:25 AM FILED/CERT

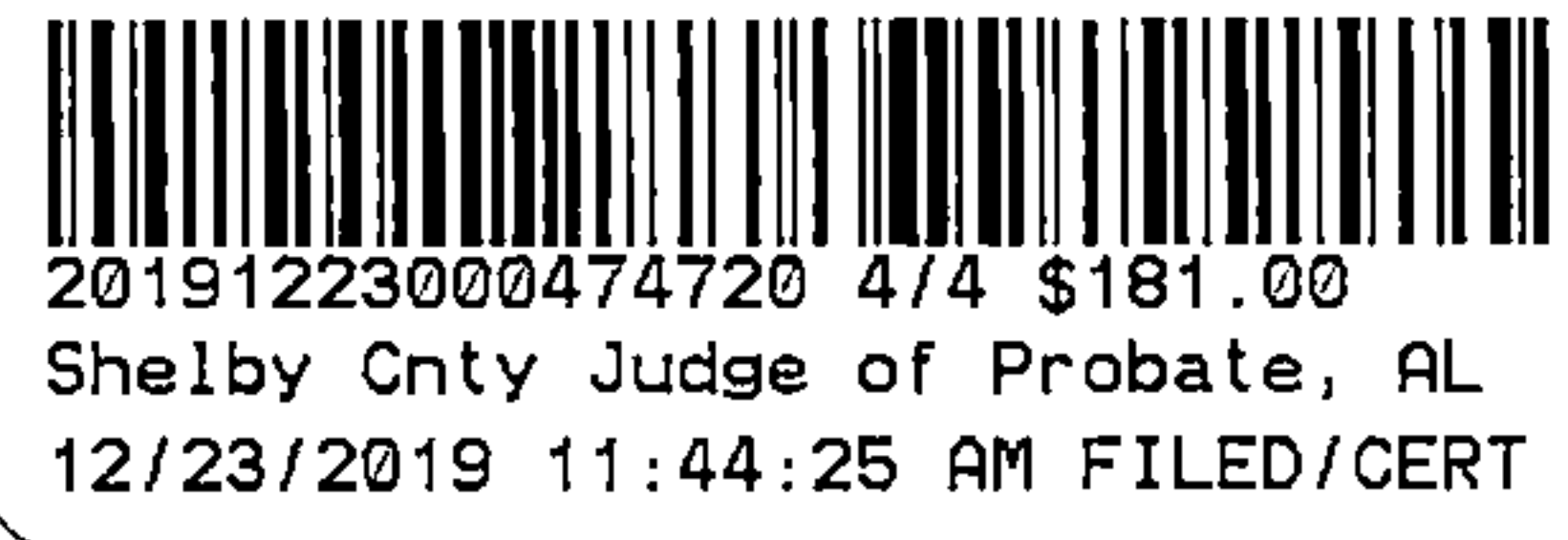
IN WITNESS WHEREOF, the Company, as borrower, has caused this Agreement to be executed and delivered the year and day first above written by their undersigned, duly authorized officer.

COMPANY, as borrower:

HEATHERWOOD HILLS COUNTRY CLUB, LLC, an Alabama limited liability company

By: [Signature]  
Name: TERRY A. SIDES  
Title: President

STATE OF ALABAMA )  
COUNTY OF SEYBURN )



I, LEAH CRANE TAYLOR, a Notary Public in and for said County in said State, hereby certify that TERRY A. SIDES, whose name as President of Heatherwood Hills, LLC, a Ala. Limited Liability Co. 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 such instrument, he, as such capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal, this 28th day of October, 2019.

[Signature]  
NOTARY PUBLIC  
[SEAL]

My Commission Expires: 4/13/22

