


**NOTE TO PROBATE COURT:** The recording tax should be computed on the Additional Loan amount of \$244,401.99.

*This instrument was prepared by  
And when recorded return to:*  
K. Henson Millsap, Esq.  
Mixon Firm, LLC  
2 Perimeter Park S, #550E  
Birmingham, AL 35243  
205.259.6646

  
20200610000234730 1/4 \$397.75  
Shelby Cnty Judge of Probate, AL  
06/10/2020 09:53:29 AM FILED/CERT

**FIRST AMENDMENT TO  
AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT** (this "**Amendment**"), is made and entered into as of the 18<sup>th</sup> day of May, 2020 (the "**Effective Date**"), by and between **AMERICAN SELF STORAGE IV, LLC**, an Alabama limited liability company (the "**Borrower**"), and **SERVISFIRST BANK**, an Alabama banking corporation (the "**Lender**").

**RECITALS:**

Borrower is justly indebted to Lender for that certain loan (the "**Loan**") in the principal amount of \$2,425,000.00 (the "**Principal Amount**"), as evidenced by that certain Amended and Restated Promissory Note executed by Borrower in favor of Lender dated November 30, 2017 (the "**Note**"). The Note is further evidenced and secured by that certain Amended and Restated Mortgage and Security Agreement dated November 30, 2017 and recorded on December 18, 2017 as Instrument No. 20171218000450970 in the Office the Judge of Probate of Shelby County, Alabama (the "**Mortgage**").

Borrower has requested an additional loan<sup>2</sup> (the "**Additional Loan**") in order to increase the Principal Amount to \$2,669,401.99, and Borrower has executed and delivered to Lender simultaneously herewith an Amended and Restated Note Modification Agreement and Amendment to Loan Documents increasing the Principal Amount owed under the Note to \$2,669,401.99. As one of the conditions for Lender increasing the obligations owed under such Note, Lender requires that this Amendment be executed, delivered and recorded.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, and other good and valuable consideration, the parties hereto agree as follows:

1. The Recitals herein are true and correct. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Mortgage.
2. The Mortgage is amended to provide that the term "Loan" or "Secured Indebtedness" shall include the Additional Loan, and all other terms referred to or which are defined with reference to the "Loan" or "Secured Indebtedness" shall hereinafter be deemed to refer to the Loan or Secured Indebtedness as increased by the Additional Loan. Therefore, the Mortgage shall be amended by deleting the words "Two Million Four Hundred Twenty-Five Thousand and No/100 Dollars (\$2,425,000.00)" in each place that the same appears, and substituting in lieu thereof the words and figures "Two Million Six Hundred Sixty-Nine Thousand Four Hundred One and 99/100s Dollars (\$2,669,401.99)."
3. The Principal Amount secured by this Amendment is Two Million Six Hundred Sixty-Nine Thousand Four Hundred One and 99/100s Dollars (\$2,669,401.99).

4. Borrower represents and warrants to Lender that the representations and warranties of Borrower in the Mortgage is true and correct as of the date hereof, and to the best of Borrower's knowledge, no Event of Default, or event or condition, which with the giving of notice or lapse of time, or both, would constitute an Event of Default, under the Mortgage or other Loan Documents.

5. No right of Lender with respect to the Mortgage, or other Loan Documents, is or will be in any manner released, destroyed, diminished, or otherwise affected by this Amendment

6. All references in the Loan Documents to the Mortgage shall be deemed to refer, from and after the date hereof, to the Mortgage; as amended hereby, and as the same may be herein amended.

7. Borrower hereby (a) ratifies and confirms the lien, conveyance and grant contained in and created by the Mortgage, and the terms and conditions of the Mortgage, as the same is amended and modified in this Amendment, and (b) agrees that nothing contained in this Amendment is intended to or shall impair the lien, conveyance and grant of the Mortgage as the same is amended and modified.

8. Except as amended and modified, the Mortgage is hereby confirmed.

[SIGNATURES ON FOLLOWING PAGE]



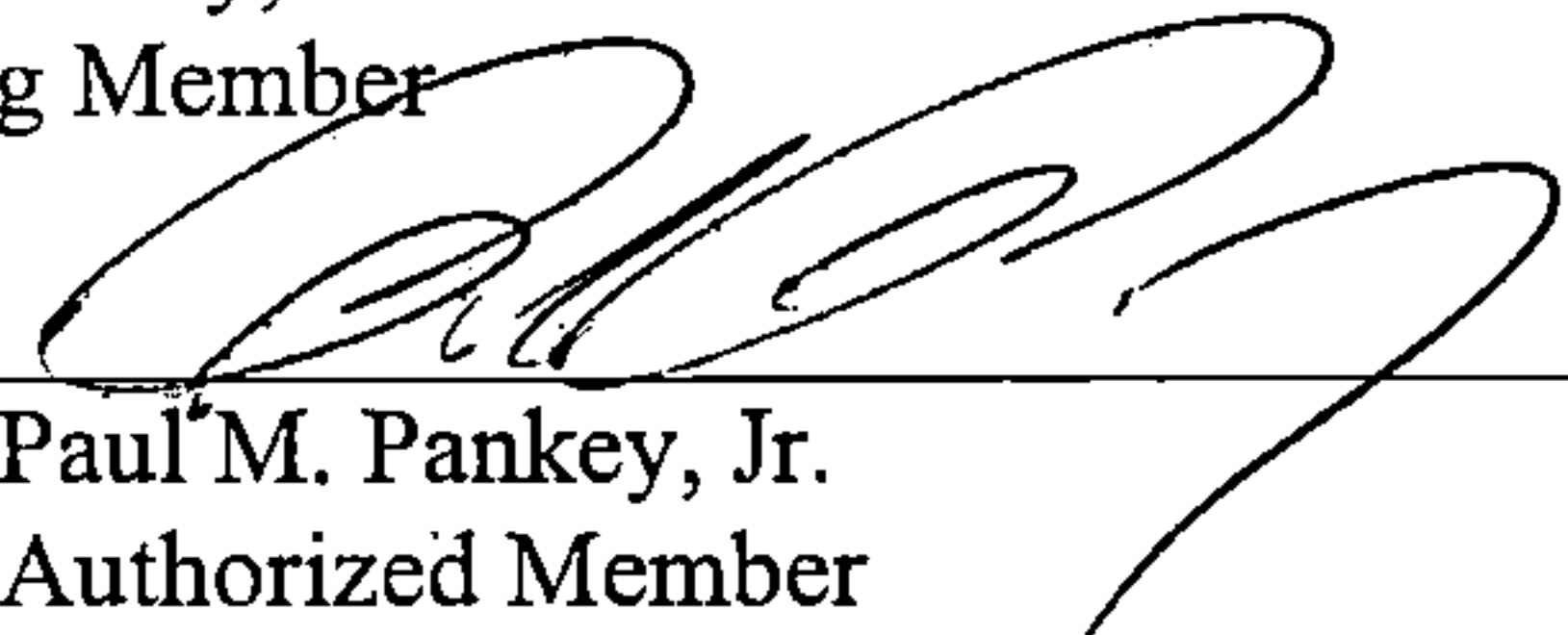
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

**BORROWER:**

**AMERICAN SELF STORAGE IV, LLC**

By: Pankey Family, L.L.C.  
Its: Managing Member

By:   
Name: Paul M. Pankey, Jr.  
Its: Authorized Member

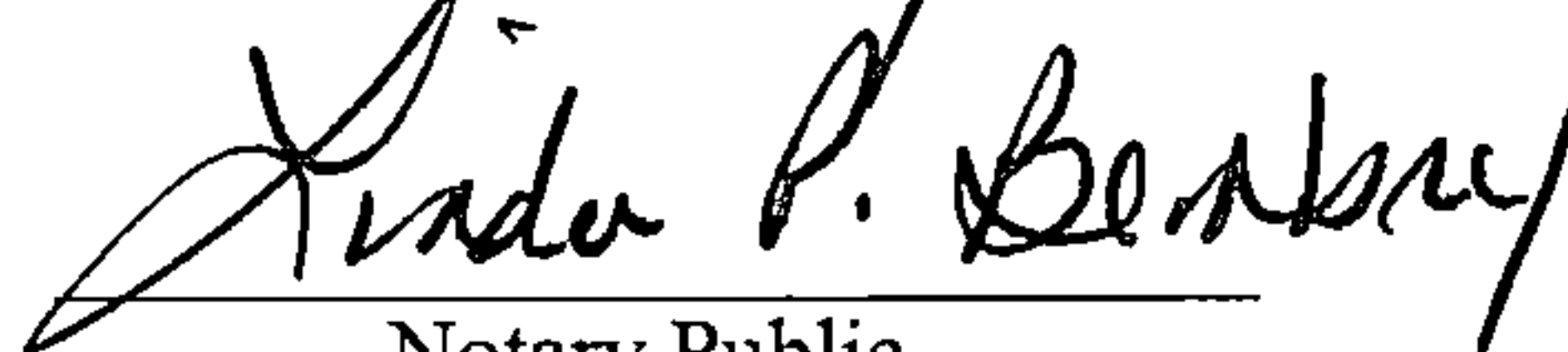
STATE OF ALABAMA           )  
COUNTY OF JEFFERSON    )



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I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Paul M. Pankey, Jr., as Authorized Member of Pankey Family, L.L.C., being the Managing Member of **AMERICAN SELF STORAGE IV, 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 said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 18<sup>th</sup> day of May, 2020.

  
Notary Public

AFFIX SEAL

My commission expires: 12-22-20

[Lender signature on following page]



**LENDER:**

**SERVISFIRST BANK,**  
an Alabama banking corporation

By: [Signature]  
Name: Nicholas J. Balanis  
Title: Senior Vice President

STATE OF ALABAMA            )  
COUNTY OF JEFFERSON    )



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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Nicholas J. Balanis, whose name as Vice President of **SERVISFIRST BANK**, an Alabama 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 said instrument, 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 and official seal, this 18 day of May, 2020.

[Signature]  
Notary Public

AFFIX SEAL

My commission expires: 11/27/21

