

This Instrument prepared by
And upon recording return to:

20210507000227930
05/07/2021 09:13:21 AM
MORTAMEN 1/5

Matthew D. Evans, Esq.
Marks & Evans, P.C.
400 Century Park South, Suite 100
Birmingham, Alabama 35202

NOTICE TO RECORDER:

THIS AGREEMENT AMENDS A PREVIOUSLY RECORDED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, RECORDED AS INSTRUMENT NO. 20191220000473410 ON DECEMBER 20, 2019, UPON WHICH MORTGAGE RECORDING TAXES HAVE PREVIOUSLY BEEN PAID ON INDEBTEDNESS OF \$960,500.00. THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED THEREBY IS BEING INCREASED BY THIS AGREEMENT TO THE MAXIMUM PRINCIPAL AMOUNT OF \$1,130,000.00; THEREFORE, MORTGAGE RECORDING TAXES ON THE INCREASE (viz., \$169,500.00) ONLY ARE DUE RESULTING IN MORTGAGE RECORDING TAX OF \$254.25 BEING PAID BY MORTGAGOR IN CONNECTION HEREWITH.

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

THIS FIRST AMENDMENT AND MODIFICATION TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Agreement") is made as of May 6, 2021 and executed by THE JOSHUA ONE NINE GROUP, LLC, an Alabama limited liability company, whose address is c/o The Joshua One Nine Group, LLC, 109 Sterling Oaks Drive, Birmingham, AL 35244, Attention: Mr. Lance Rhodes (the "Mortgagor"), in favor of SERVISFIRST BANK, an Alabama banking corporation, whose address is c/o ServisFirst Bank, 2500 Woodcrest Place, Birmingham, Alabama 35209, Attention: Mr. Evan Johnson (the "Bank"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in that certain First Amended, Restated and Consolidated Credit Agreement dated as of even date herewith by and among Mortgagor, Godspeed ESA – Hoover, Inc., an Alabama corporation, Kevin Sims, Pam Sims, Lance Rhodes and Bank (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The legal description of the Mortgaged Property is attached hereto as Exhibit A.

WITNESSETH:

WHEREAS, Mortgagor has made and delivered to Bank a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing as the same may be extended, renewed, amended or modified dated as of December 20, 2019 and respectively recorded as of December 20, 2019 as Instrument # 20191220000473410 in the Office of the Judge of Probate of Shelby County, Alabama (as so extended, renewed, modified or amended by this Agreement the "Mortgage") in order to secure the Obligations in an amount to not exceed ONE MILLION ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$1,130,000.00), such indebtedness being evidenced by the Obligations, including the Note,

WHEREAS, Mortgagor has requested and Bank has agreed to amend the Mortgage as provided for in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the mutual covenants contained herein, Mortgagor and Bank do hereby agree as follows:

ARTICLE I: AFFIRMATION OF RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.

ARTICLE II. AMENDMENTS TO THE MORTGAGE. The Mortgage is hereby amended as follows:

2.01 Increase of Secured Obligations to \$1,130,000.00. All references to the amount of Obligations and indebtedness secured by the Mortgage shall mean an amount equal to the principal sum of ONE MILLION ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$1,130,000.00).

2.02 Amendment to Defined Term of Credit Agreement. The definition of "Credit Agreement" is hereby deleted in its entirety and is replaced with the following:

"Credit Agreement" shall mean that certain First Amended, Restated and Consolidated Credit Agreement dated as of May __, 2021 between Mortgagor, Godspeed ESA – Hoover, Inc., an Alabama corporation, Kevin Sims, Pam Sims, Lance Rhodes and Bank, as amended or modified from time to time.

ARTICLE III. MISCELLANEOUS

3.01 Payment and Performance of Loan Documents & Mortgage. The Mortgage and other Loan Documents are hereby ratified and affirmed and remain in full force and effect, other than the modifications reflected herein. The execution and delivery hereof shall not constitute a novation or modification of the lien, encumbrance or security of the Mortgage. Mortgagor will perform, observe and comply with all the provisions hereof, and the Mortgage and each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Note, together with interest thereon, and all other sums of money required to be paid by Mortgagor.

3.02 Successors and Assigns; Assignment This Mortgage shall be binding upon Mortgagor and Bank and their respective successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of Mortgagor and Bank and their respective successors and assigns and any holder of the Obligations. This Agreement is assignable by Bank and any assignment of this Agreement by Bank shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Bank

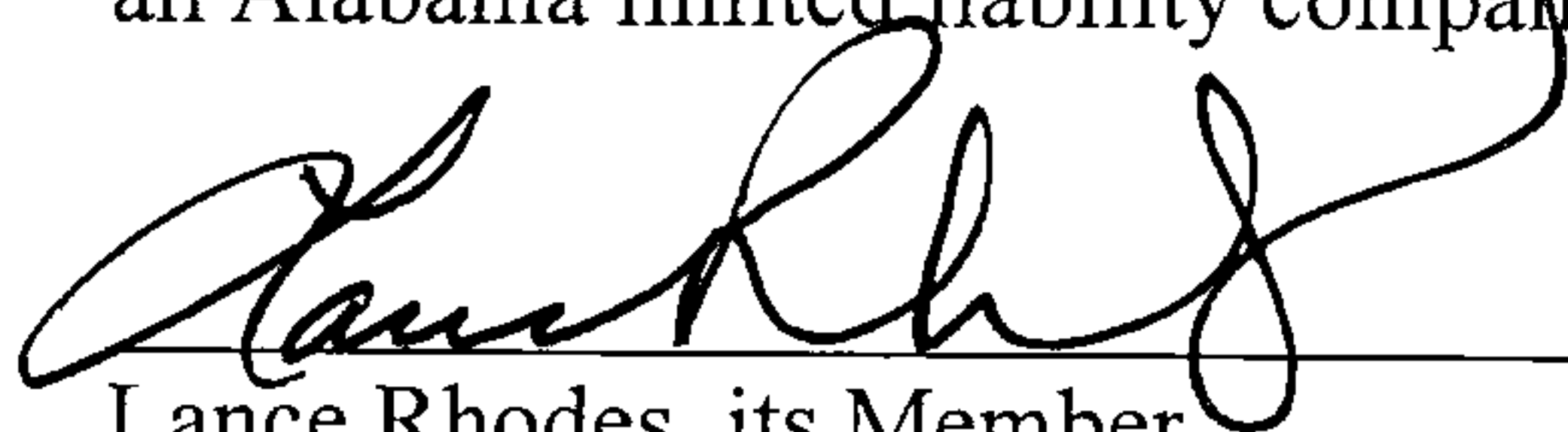
3.03 Taxes and Other Charges. In the event any taxing authority shall require any additional mortgage recording tax or filing fees or impose any interest or penalties thereon or incidental thereto, Mortgagor agrees to promptly pay the same. Mortgagor also agrees to pay any title insurance charges or premium in relation hereto.

3.04 Notices. All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Credit Agreement.

3.05 Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Alabama

IN WITNESS WHEREOF, Mortgagor has caused this Agreement to be duly executed and delivered as of the day and year first above written.

THE JOSHUA ONE NINE GROUP, LLC,
an Alabama limited liability company




Lance Rhodes, its Member

STATE OF ALABAMA §
COUNTY OF SHELBY §

I, the undersigned, a notary public in and for said County in said State, hereby certify that Lance Rhodes, whose name as Member of **THE JOSHUA ONE NINE GROUP, LLC**, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 and official seal, this the 5 day of May 2020.



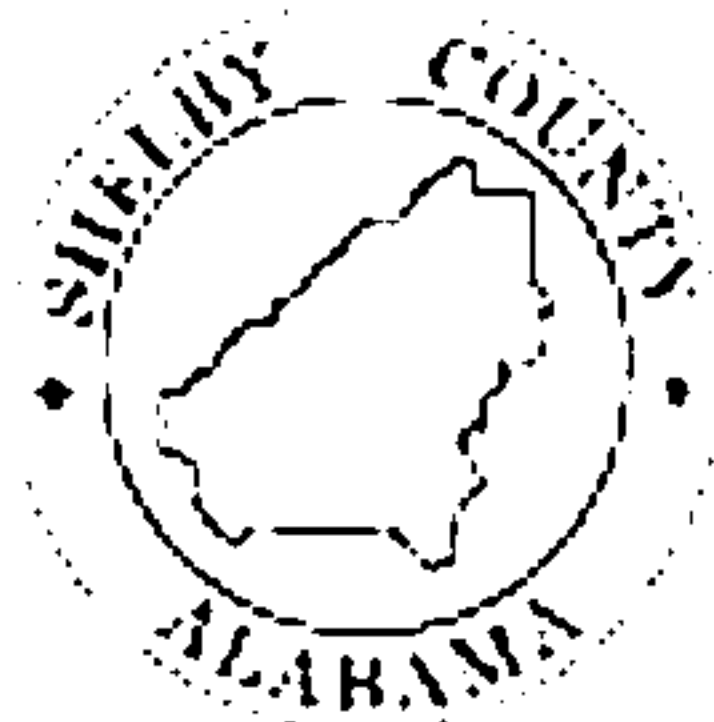
Notary Public
My Commission Expires: 10/31/21

[SEAL]

EXHIBIT "A"

(DESCRIPTION OF LAND)

Lot 5-B2, according to Sunshine Resurvey #2, as recorded in Map Book 43, Page 91, in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/07/2021 09:13:21 AM
\$288.25 CHERRY
20210507000227930

Allie S. Bayl