

*This instrument prepared by and  
when recorded return to:*

William C. Byrd, II, Esq.  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203  
(205) 521-8262

*Cross Reference:*

**20210720000350940  
07/20/2021 10:32:39 AM  
MORTAMEN 1/4**

**Instrument Numbers:**  
20201016000471230;  
20210201000051680;  
20210201000051690; and  
20210226000099350

**STATE OF ALABAMA** )  
:  
**COUNTY OF SHELBY** )

**AMENDMENT TO COMMERCIAL REAL ESTATE MORTGAGE  
AND LOAN DOCUMENTS**

**THIS AMENDMENT TO COMMERCIAL REAL ESTATE MORTGAGE AND  
LOAN DOCUMENTS** (this "Amendment"), dated effective as of 14 day of July, 2021, by  
and between **SCOTCH HOMES & LAND DEVELOPMENT GROUP, INC.**, an Alabama  
corporation ("Borrower"), Mortgagor, whose address is 145 Willow Branch Lane, Chelsea,  
Alabama 35043, and **PROGRESS BANK AND TRUST**, an Alabama banking corporation  
("Lender"), Mortgagee, whose address is 2121 Highland Avenue South, Birmingham, Alabama  
35205.

**RECITALS**

A. Borrower is justly indebted to Lender pursuant to that certain Commercial Promissory  
Note dated October 5, 2020, in favor of Lender which evidences a loan (the "Loan") in the  
principal amount of \$550,000.00 (as amended or modified, the "Note"). The Note is secured by,  
among other things, that certain Commercial Real Estate Mortgage dated October 5, 2020, from  
Borrower in favor of Lender and recorded in the Office of the Judge of Probate of Shelby  
County, Alabama, as Instrument Number 20201016000471230, as modified and reinstated by  
that certain Mortgage Modification and Reinstatement Agreement by and between Borrower and  
Lender and recorded in the Office of the Judge of Probate of Shelby County, Alabama, as  
Instrument Number 20210226000099350 (as amended or modified, the "Mortgage"), against that  
certain real property described more particularly in Exhibit A attached hereto.

B. The terms and conditions of Loan are more particularly set forth in that certain  
Business Loan Agreement dated October 5, 2020, by and between Borrower and Lender (as  
amended or modified, the "Loan Agreement") and certain other Related Documents, as defined  
in the Loan Agreement (the "Other Loan Documents" and together with the Note, the Mortgage  
and the Loan Agreement, collectively, the "Loan Documents"). Capitalized terms not otherwise  
defined herein shall have the meaning set forth in the Loan Agreement.

C. The current outstanding principal balance of the Loan is \$497,950.64. Borrower has  
requested that Lender increase the principal amount of the Loan by \$174,049.36 (the "Increase")  
such that the outstanding principal balance of the Loan shall be \$672,000.00, and Lender is  
willing to do so as provided for herein.

D. In connection with the Increase, the parties desire to amend the Loan Documents  
accordingly.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and  
valuable consideration, the receipt and sufficiency of which are hereby specifically  
acknowledged by Borrower, the Borrower agrees with Lender, and Lender agrees with Borrower,  
as follows:

2. The references to "Five ~~2/4~~ Hundred Fifty Thousand and 00/100 Dollars" and "\$550,000.00" as set forth in the Loan Documents are hereby deleted in their entirety and in lieu thereof of "Six Hundred Seventy-Two Thousand and 00/100 Dollars" and "\$672,000.00" are hereby inserted.

3. Borrower shall pay to Lender any attorney's fees and expenses incurred in preparation of this Amendment.

4. Borrower represents and warrants to Lender that this Amendment has been duly authorized, executed and delivered by Borrower, that Borrower has no offsets or defenses with respect to its obligations pursuant to the Loan Documents as herein modified.

5. Except as herein modified, the Loan Documents shall remain in full force and effect, and the Loan Documents, as so modified, are hereby ratified and affirmed in all respects.

6. All references in the Loan Documents to any of the Loan Documents shall hereafter be deemed to refer to the Loan Documents as herein modified and as the same may hereafter be modified. Nothing in this Amendment is intended to impair any collateral for the Loan Documents, but in the event such impairment of any lien, assignment or security interest, or the priority thereof, would result, this Amendment shall be null and void *ab initio* and the outstanding principal balance and all accrued and unpaid interest pursuant to the Loan Documents shall be deemed immediately due and payable.

7. This Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assignors.

8. This Amendment may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instruments.

9. This Amendment shall be governed by the laws of the State of Alabama.

10. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AMENDMENT OR THE LOAN, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND BORROWER WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS AMENDMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS AMENDMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS AMENDMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AMENDMENT OF THE PARTIES IRREVOCABLY TO WAIVE THEIR RIGHT TO TRIAL BY JURY AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.**

*[Signatures contained on the following page]*

IN WITNESS WHEREOF, the parties have caused this Amendment to be properly executed and delivered as of the day and year first above written.

**BORROWER:**

  
**SCOTCH HOMES & LAND DEVELOPMENT  
 GROUP, INC.,**  
 an Alabama corporation

Wayne J. Scotch, Jr.  
Name: Wayne J. Scotch, Jr.  
Title: Sole Member

STATE OF Alabama ) 20210720000350940 07/20/2021 10:32:39 AM MORTAMEN  
3/4  
Jefferson COUNTY )

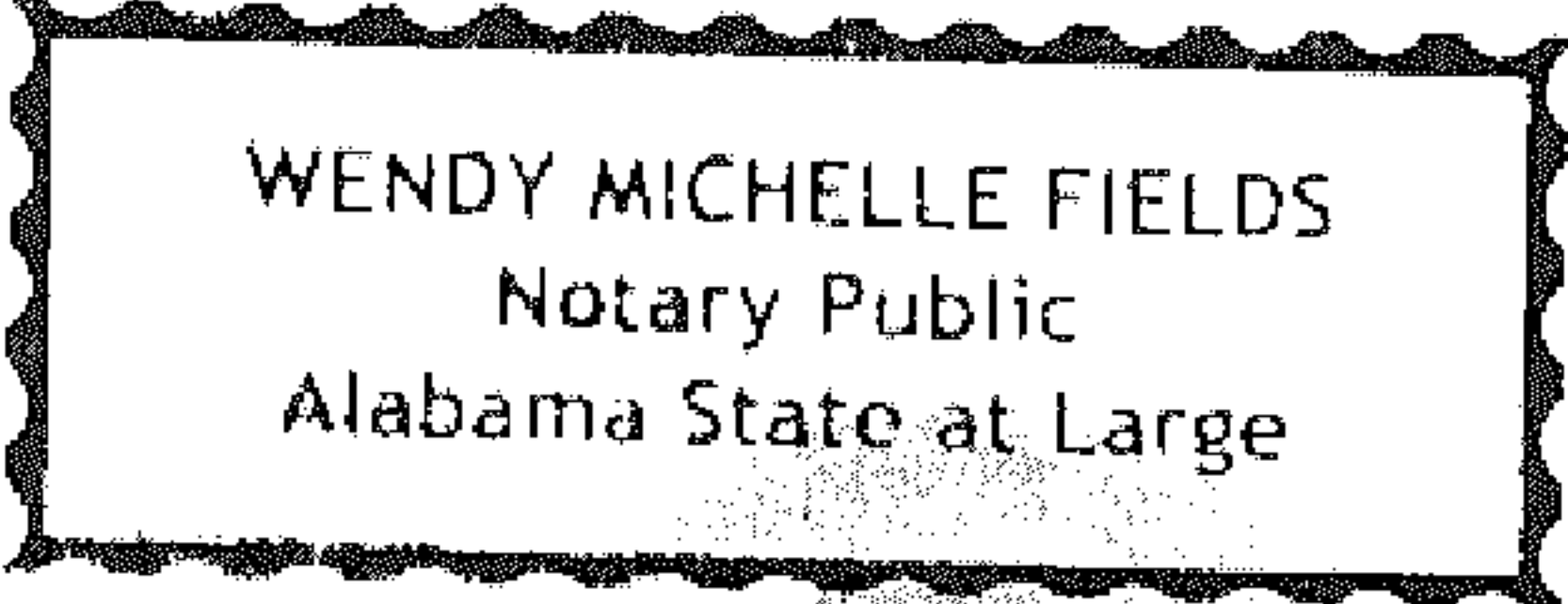
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wayne J. Scotch, Jr., whose name as Sole Member of Scotch Homes & Land Development Group, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Sole Member and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 14th day of July, 2021.

Notary Public Wendy M. Fields

AFFIX SEAL

My commission expires: 07/07/2023



LENDER:

**PROGRESS BANK AND TRUST,**  
an Alabama banking corporation

[Signature]

By: \_\_\_\_\_  
Name: Christopher Cotton  
Title: Senior Vice President

STATE OF ALABAMA )  
  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christopher Cotton, whose name as Senior Vice President of Progress Bank and Trust, 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/she, as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said banking corporation.

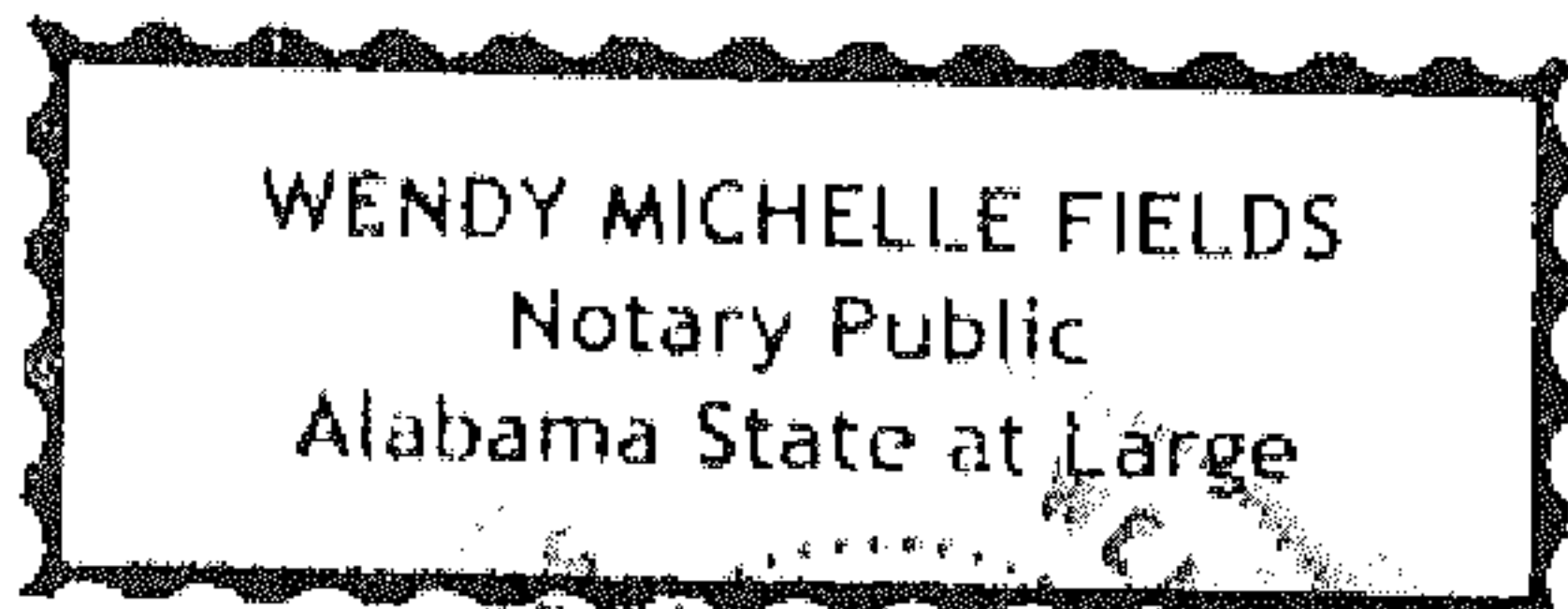
Given under my hand and official seal this the 14th day of July, 2021.

Notary Public

AFFIX SEAL

*Wendy M. Fields*  
My commission expires:

07/07/2023



20210720000350940 07/20/2021 10:32:39 AM MORTAMEN

CONSENT OF GUARANTOR

The undersigned hereby consents to the modifications to the Loan described above and hereby ratifies and affirms his obligations under that certain Unlimited Continuing Guaranty dated as of October 5, 2020.

*Wayne J. Scotch, Jr.*  
Wayne J. Scotch, Jr.

**EXHIBIT A**

**Legal Description**

Lot 1, According to the Survey of Dogwood Estates, as Recorded in Map Book 51, Page 74, in the Probate Office of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
07/20/2021 10:32:39 AM  
\$295.15 BRITTANI  
20210720000350940

*Allen S. Bayl*