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MORTAMEN 1/6

STATE OF ALABAMA  
SHELBY COUNTY

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

**THIS AMENDMENT** amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "**Mortgage**") executed on December 23, 2020, by DSLD LAND MANAGEMENT COMPANY, INC., an Alabama corporation (hereinafter the "**Mortgagor**") in favor of **SERVISFIRST BANK**, whose address is 2500 Woodcrest Place, Birmingham, Alabama 35209 (hereinafter, along with its successors in interest and/or assigns, collectively the "**Lender**").

**WHEREAS**, the Mortgage is recorded as Instrument No. 20201229000594770 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on **Exhibit "A"** attached hereto (the "**Mortgaged Property**"), and was given as security for indebtedness evidenced by that promissory note in the original principal amount of \$1,500,000.00, along with any renewals, extensions thereof.

**WHEREAS**, proceeds from the Note were used for the development of the Mortgaged Property and any improvements located thereon; and

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$2,250.00 was paid to the Office of the Judge of Probate of Shelby County, Alabama.

**WHEREAS**, Mortgagor has requested Lender to lend and/or make additional advances under the notes secured by the Mortgaged Property in the principal amount of \$2,633,488.50 for purposes of completing development of construction and improvements to the Mortgage Property in accordance with the provisions of the U.S. Small Business Administration SBA 504 Loan bearing Loan No. 10771691-00 and paying customary closing costs associated therewith, and Lender is agreeable to making such changes, refinance and advances, provided Mortgagor, among other things enters into this Amendment, and cause this additional advance to be secured by the Mortgage.

**WHEREAS**, UPON Lender's receipt of proceeds in the amount of \$1,837,106.00 from the sale of a debenture through a U.S. Small Business Administration 504 Loan, bearing SBA Loan No. 10771691-00, the foregoing principal indebtedness secured by the Mortgage, as amended, will be reduced to a maximum principal indebtedness of \$2,296,382.50.

**NOTES TO CLERK: (1) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE IS HEREBY INCREASED BY AN AMOUNT EQUAL TO TWO MILLION SIX HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED EIGHTY-EIGHT AND 50/100 DOLLARS (\$2,633,488.50); (2) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE, AS AMENDED HEREBY, IS FOUR MILLION ONE HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED EIGHTY-EIGHT AND 50/100 DOLLARS (\$4,133,488.50); AND (3) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20201229000594770, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

Amendment to Mortgage

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Lender to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

1. **Modification of Principal Amount Secured.** Henceforth the Mortgage shall specifically secure not only the existing indebtedness of \$1,500,000.00 evidenced by that Note dated December 23, 2020, as modified, amended and renewed, but also an additional advance or loan of \$2,633,488.50 made in connection herewith to Borrower, and all the interest thereon. The term "Debt" as used in the Mortgage shall be defined to mean the indebtedness in the amount of \$4,133,488.50, including not only the existing indebtedness of \$1,500,000.00 evidenced by the Note dated December 23, 2020, as amended, modified and renewed, together with all interest thereon, and all extensions and renewals thereof, but also the \$2,633,488.50 advance or loan being made in connection herewith, along with all interest thereon, and all extensions, and renewals thereof.

2. **Amendments.** In addition hereto, Mortgagor further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited:

(a) **Books and Records.** Lender and Mortgagor hereby agree to amend Section 34 of the Mortgage so that Mortgagor's obligations with respect to Books and Records shall be the same as required in the Loan Agreement delivered by Mortgagor to Lender on the same date hereof.

3. **Further Action.** Mortgagor ratifies and confirms the conveyance of the Mortgage and hereby agrees and directs Lender to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

4. **Continuing Validity.** All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not a novation thereof. The Mortgage shall continue in full force and effect until the Mortgagor shall have fully paid all indebtedness owed to Lender the same of which is secured hereby.

5. **Severability.** If any provision in this Amendment is determined to be unenforceable it shall not affect the validity of any other provision hereof or any provision in the Mortgage.

6. **Choice of Law.** This Amendment shall be governed in accordance with the laws of the State of Alabama.

[SIGNATURES AND ACKNOWLEDGEMENT CONTAINED ON THE FOLLOWING PAGE.]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 29 day of December, 2021.

MORTGAGOR:

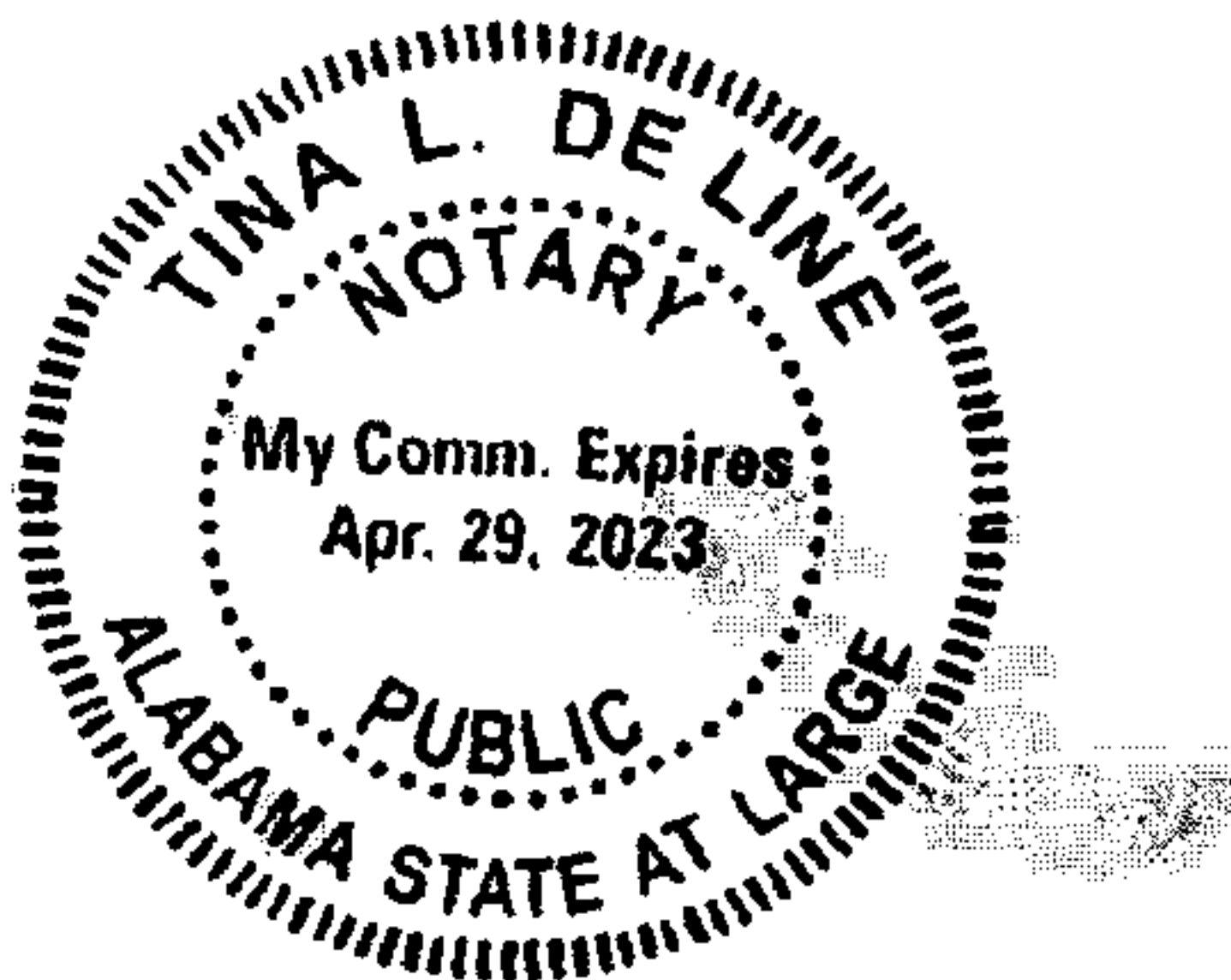
**DSL D LAND MANAGEMENT  
COMPANY, INC., an Alabama corporation**

By: [Signature]  
Print Name: David Sharp  
Title: Its President

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David Sharp, whose name as President of DSL D LAND MANAGEMENT COMPANY, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 29th day of December, 2021.



[Signature]  
NOTARY PUBLIC  
My Commission expires: MY COMMISSION EXPIRES APRIL 29, 2023

[AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES  
AND SECURITY AGREEMENT.]

LENDER:

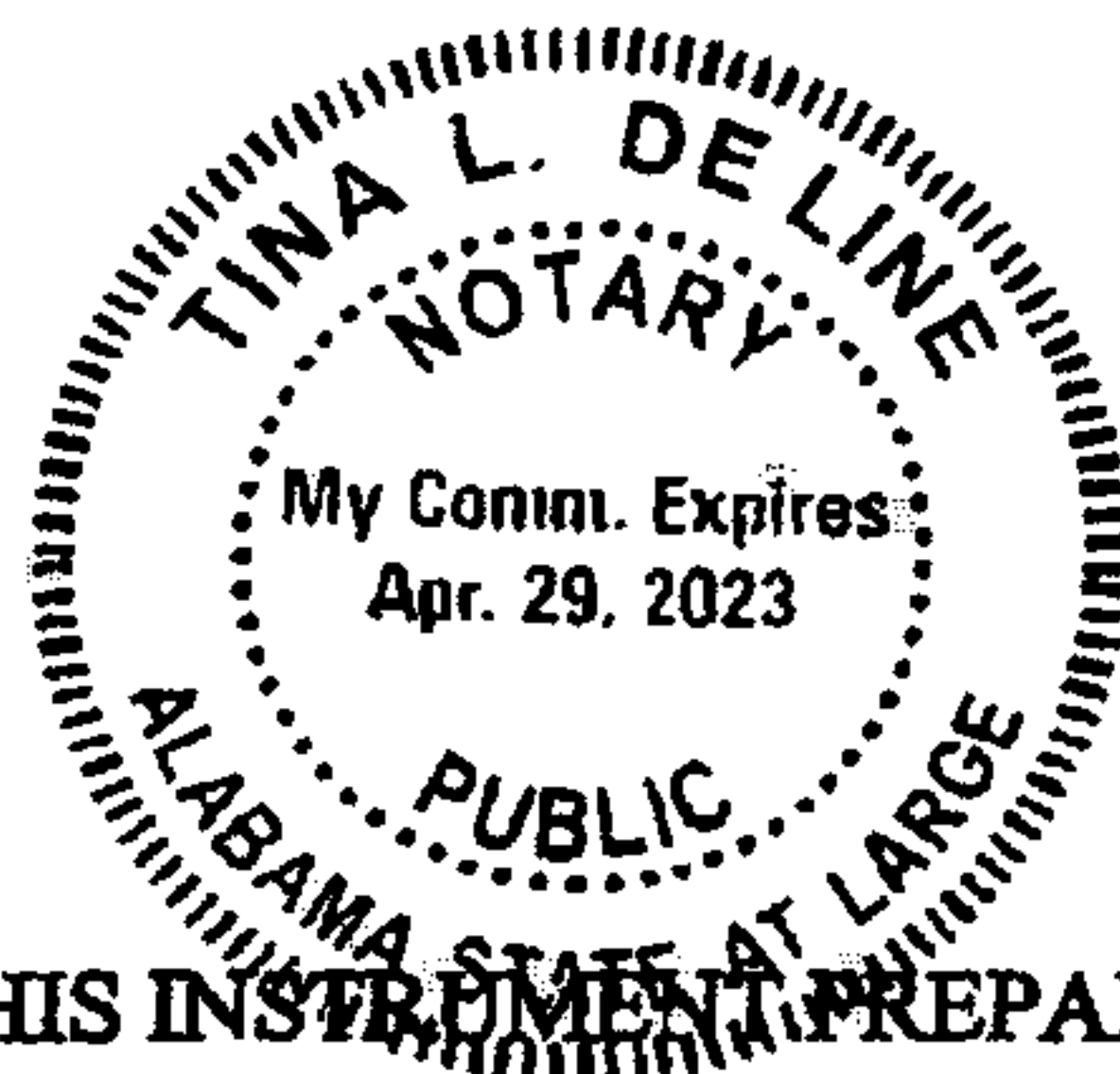
**SERVISFIRST BANK**

By: [Signature]  
Name: Allen Dye  
Title: AVP

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Allen Dye, whose name as AVP of the 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/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 29th day of December, 2021.



Tina L. DeLine  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_ MY COMMISSION EXPIRES APRIL 29, 2023

THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:

William C. Brown  
ENGEL, HAIRSTON & JOHANSON, P.C.  
109 North 20th Street, Fourth Floor  
P.O. Box 11405  
Birmingham, Alabama 35202  
(205) 328-4600

[D-9161]



## **EXHIBIT "A"**

The Land referred to herein below is situated in County of Shelby, State of Alabama, and is described as follows:

Parcel 1 according to the Survey of the Mitchell Parcel Resurvey, as recorded in Map Book 52, page 5, in the Probate Office of Shelby County, Alabama.

**[SUBJECT TO PERMITTED EXCEPTIONS ON EXHIBIT "B"  
ATTACHED HERETO AND MADE A PART HEREOF.]**

## **EXHIBIT "B"**

### **[PERMITTED EXCEPTIONS]**

1. Taxes and assessments for the year 2022 and subsequent years, constituting a lien but which is not yet due and payable;
2. Any portion of subject property lying within the right of way of Dunnivant Valley Road;
3. 20 foot easement for ingress/egress as recorded in Instrument #20080103000003600, Probate Office, Shelby County, Alabama;
4. Vacation as recorded in Instrument # 1995-04274, Probate Office, Shelby County, Alabama; and
5. Any coal, oil, gas, or other mineral or mining right not owned by Mortgagor.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/19/2022 02:07:06 PM  
\$3987.25 CHERRY  
20220119000023710

*Allie S. Bayl*