

SECOND LOAN MODIFICATION AGREEMENT

STATE OF ALABAMA)  
COUNTY OF SHELBY)

This Loan Modification Agreement ("Agreement") made this 14th day of February, 2022 between **Top Shelf Properties, LLC, an Alabama limited liability company** ("Mortgagor" and "Borrower") and **Oakworth Capital Bank** ("Lender"), amends and supplements (1) Commercial Promissory Note in the original amount of Nine Hundred Ninety Nine Thousand Nine Hundred Ninety Nine and NO/100 (\$999,999.00) Dollars dated January 6, 2020 (hereinafter referred to as the "Note"); (2) secured by that certain Real Estate Mortgage and Security Agreement dated January 6, 2020 and recorded in Instrument No. 20200109000012820, in the Office of the Judge of Probate of Shelby County, Alabama, together with that certain Loan Modification Agreement dated August 17, 2020, and recorded in Instrument No. 20200831000381070 (hereinafter referred to as the "Mortgage"); and (3) further secured by that certain Assignment of Leases, Rents and Profits dated January 6, 2020 and recorded in Instrument No. 20200109000012830, in the Office of the Judge of Probate of Shelby County (hereinafter referred to as the "Assignment of Leases"), which covers the real described in the Mortgage, to-wit:

See Exhibit "A" attached hereto and made a part hereof for legal description

Whereas, the parties previously modified the terms of the interest rate and the principal and interest payments of said Note from the original interest rate of 4.25% reducing the interest rate to 3.95% and lowering the principal and interest payments from \$6,225.21 to \$6,058.00.

Whereas, the parties desire to further modify the terms of the interest rate and the principal and interest payments of said Note from the current interest rate of 3.95% reducing the interest rate to 2.90% and lowering the principal and interest payments from \$6,058.00 to \$5,546.57

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and agreements contained herein, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Agreement or Security Instrument):

1. As of February 14, 2022, the parties agree that the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$929,204.23 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. Beginning with the payment due and payable on March 6, 2022, the monthly payment of principal and interest shall be \$5,546.57 and shall be due and payable on or before the Sixth (6th) day of each month thereafter until paid in full or August 6, 2027 (the "Maturity Date"). The Maturity date has not been extended but remains the same as the original Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand to the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to



make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under Security Instrument.

It is further understood and agreed that:

(a) Borrower ratifies and confirms the obligations under the Note, Mortgage and Assignment of Leases as hereby modified;

(b) Borrower remises, releases, and discharges the Lender, its affiliates, officers, directors, employees, agents and successors and assigns, individually, jointly and severally, of and from all action and actions, claims, demands whatsoever, in law or in equity:

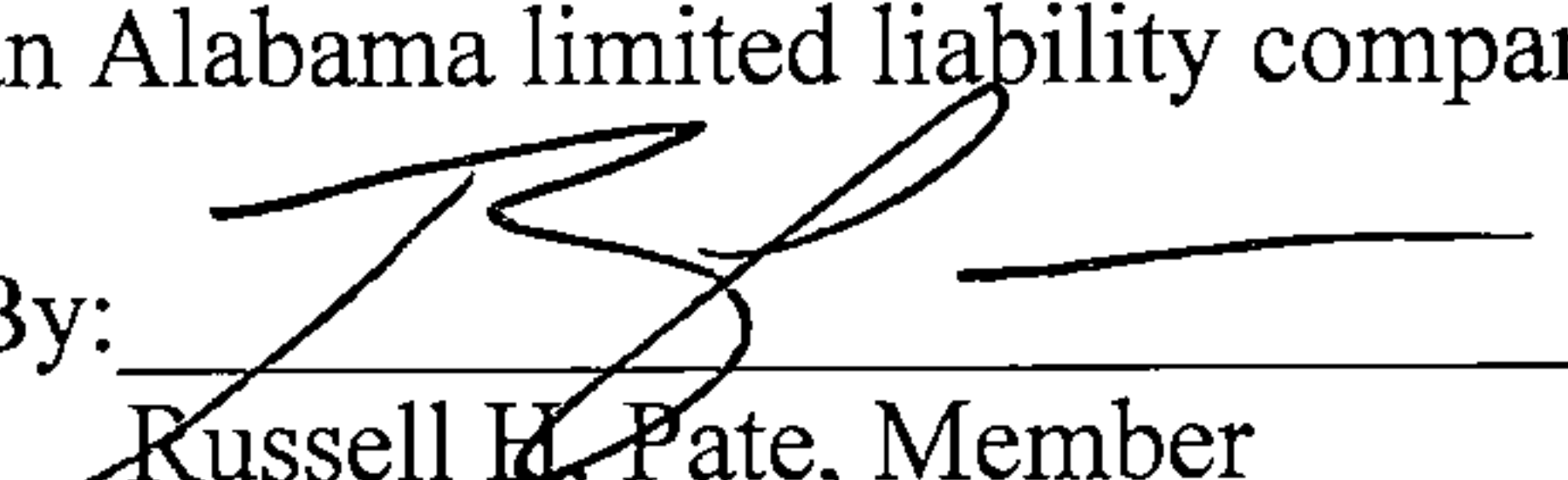
(1) that the Borrower ever had or now has, whether known or unknown through the date of this Agreement; and

(2) which may accrue, directly or indirectly, arising out of or in connection with the Note, Mortgage, Assignment of Leases or any document executed in connection with the Mortgage, Assignment of Leases, or any actions, inactions, or conduct of the Borrower or Lender or any of their respective affiliates, agents, members, officers, directors, employees, and successors and assigns, occurring, in whole or in part, through the date of this Agreement.

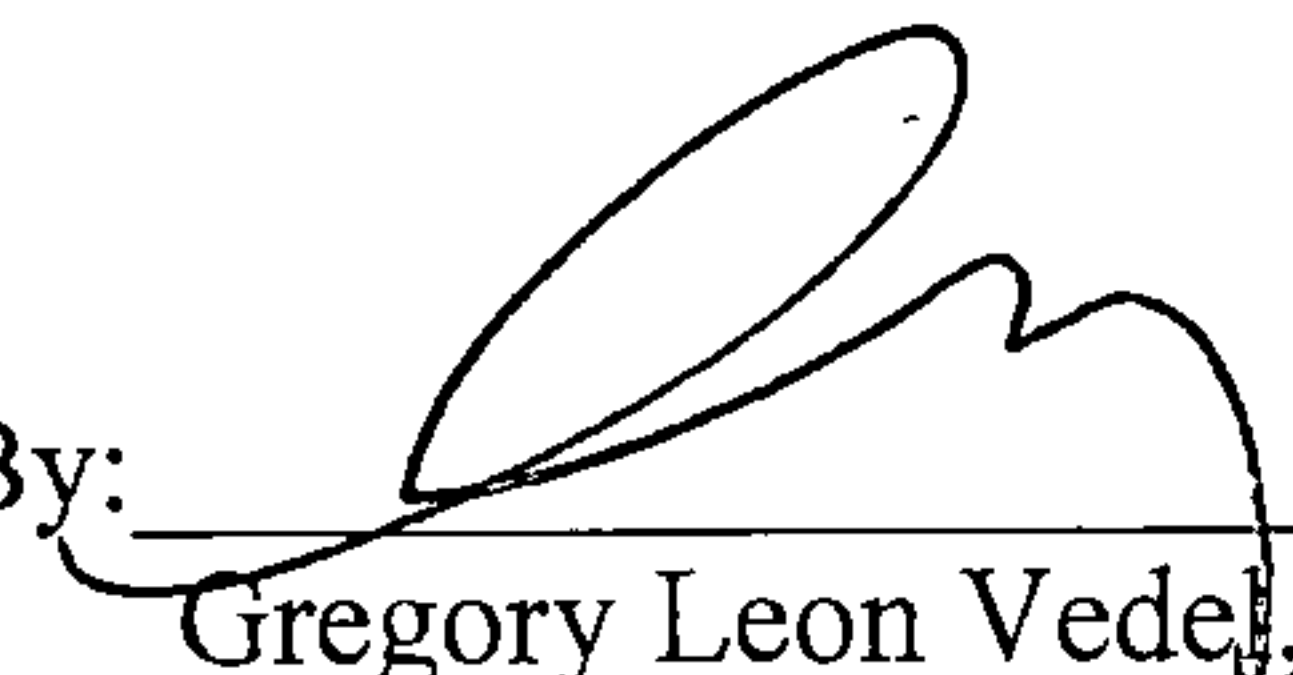
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Original Note, Mortgage or Assignment of Leases. Except as otherwise specifically provided in this instrument, the Note, Mortgage and Assignment of Leases shall remain unchanged, and the Borrower, and Lender will be bound, by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

BORROWER (Mortgagor, Debtor):  
**TOP SHELF PROPERTIES, LLC**  
an Alabama limited liability company

By:

  
Russell H. Pate, Member

By:

  
Gregory Leon Vedel, Member

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )


I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Russell H. Pate and Gregory Leon. Vedel, whose names as Members of Top Shelf Properties, LLC, an Alabama limited liability company, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such members 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 14th day of February, 2022.



  
NOTARY PUBLIC

My commission expires: 06/02/2023

  
20220217000069550 2/4 \$34.00  
Shelby Cnty Judge of Probate, AL  
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Lender joins in the execution of this Loan Modification Agreement to grants her consent to the terms contained herein.

WITNESS:

Oakworth Capital Bank

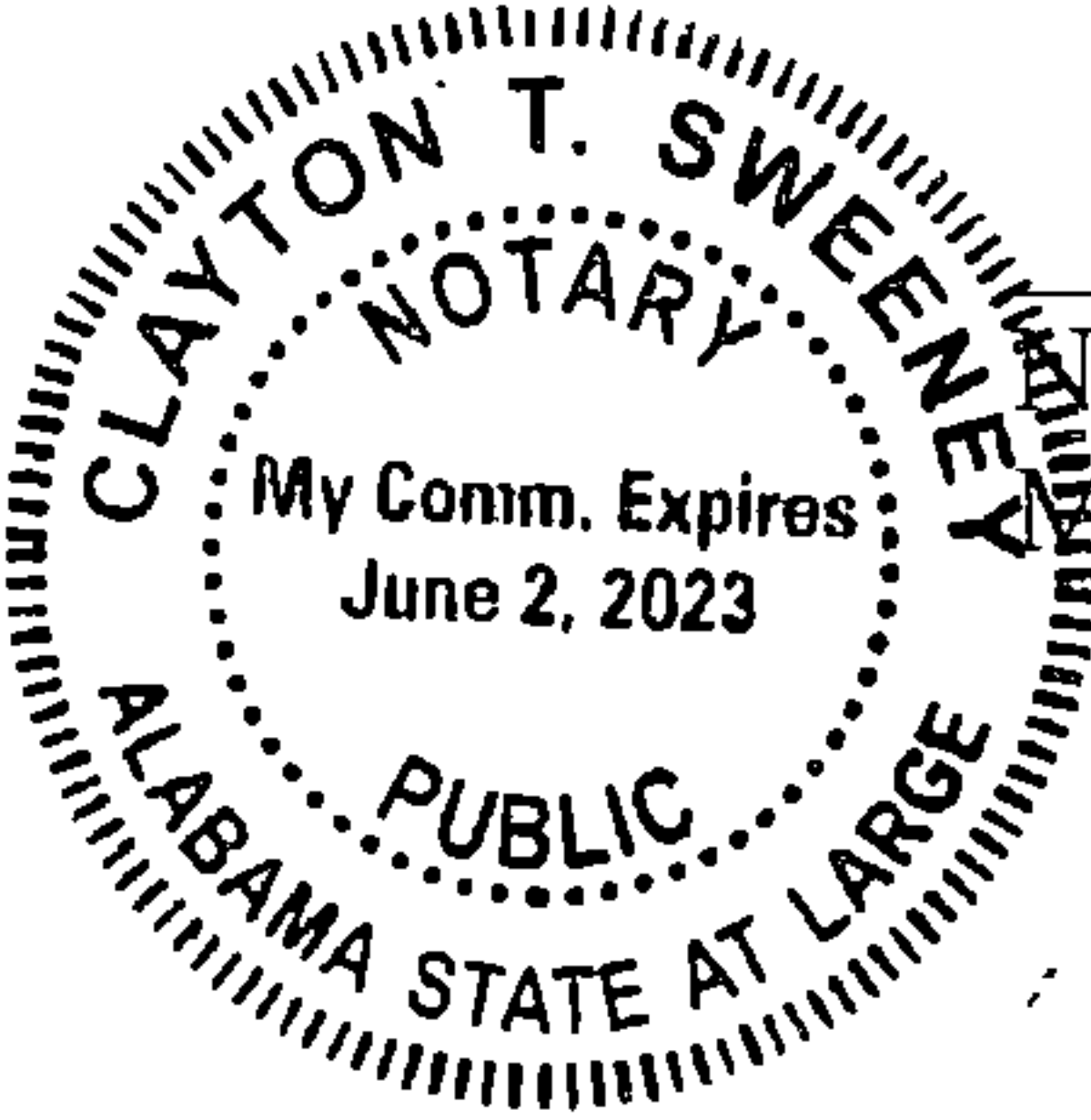
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By: W. Grant Morgan  
W. Grant Morgan  
(print name of officer above).  
Title: Client Advisor


STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Grant Morgan, whose name as Client Advisor of Oakworth Capital Bank, an Alabama State chartered bank, 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 the 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 14th day of February, 2022.

 12 NOTARY PUBLIC  
My commission expires. 6-2-2023

This instrument prepared by:  
Clayton T. Sweeney  
Attorney At Law  
2700 Highway 280 East Suite 160  
Birmingham, AL 35223

  
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Shelby Cnty Judge of Probate, AL  
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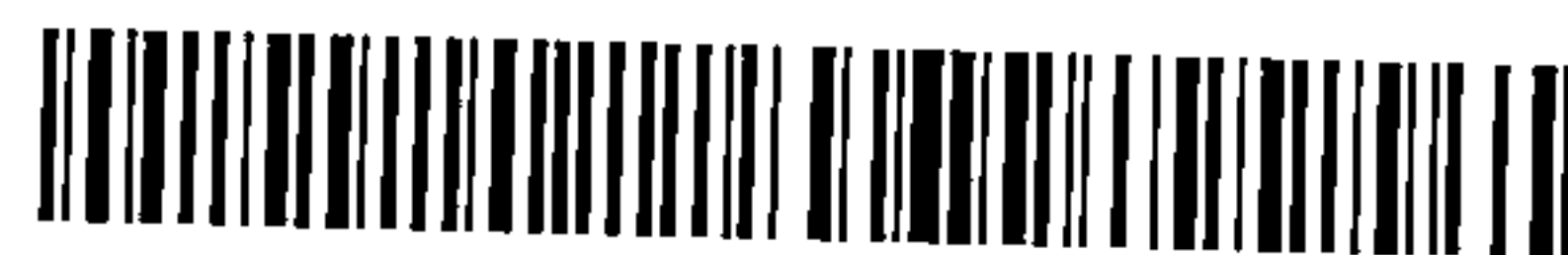


## EXHIBIT "A"

### Legal Description

A parcel of land situated in the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , and the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SE corner of the said SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; thence run in a Southwesterly direction along the South boundary of the said SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  a distance of 1231.25 feet; thence turn an angle of 104 deg. 15 min. 45 sec. to the right and run in a Northerly direction distance of 427.01 feet to the point of beginning; thence in the same Northerly direction a distance of 177.68 feet; thence turn an angle of 92 deg. 51 min. 03 sec. to the left and run in a Southwesterly direction a distance of 320.28 feet to the Northeast corner of U.S. Highway 31 Right of Way; thence turn an angle of 86 deg. 44 min. 47 sec. to the left and run Southerly along said right of way a distance of 159.67 feet to the Southeast corner of said right of way; thence turn an angle of 90 deg. 01 min. 49 sec. to the Left and run in an Easterly Direction a distance of 321.01 feet to the point of beginning; being situated in Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL  
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