

FIRST AMENDMENT

**TO THE COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS**

Mortgagor Rentfrow and Associates, LLC
Loan #: 321001094923

THIS FIRST AMENDMENT to the Commercial Mortgage, Security Agreement and Assignment of Leases and Rents (herein, "Mortgage") is made this 22nd day of March, 2022, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned (herein, the "Mortgagor," whether there are one or more persons undersigned) to secure Mortgagor's Note to **BancorpSouth Bank**, a division of Cadence Bank, a Mississippi state-chartered bank (herein, the "Bank") of the same date and covering the Property, which is located at: 209 Rocky Ridge Dr, Helena, Al 35080.

All capitalized terms used but not specifically defined or referenced by provisions of this First Amendment shall have the same meanings as assigned to them in the Mortgage. To the extent there is a conflict between this First Amendment and the Mortgage, the terms of this First Amendment shall control. The Mortgage, as supplemented by this First Amendment, shall remain in full force and effect. This First Amendment is not intended to be, and shall not be construed to constitute, a novation of the Mortgage.

In addition to the covenants and agreements made in the Mortgage, Mortgagor and the Bank further covenant and agree that if the real property located at the Address(es), as more particularly described in Exhibit A to the Mortgage (herein, the "Subject Property"), is now or hereafter located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area ("SFHA"), it is the express intent of the Bank not to cross-collateralize other obligations, debts, or liabilities of the Mortgagor through this Mortgage, except as specified in this First Amendment and through the term Obligations, as defined herein, and accordingly, the following sections of the Mortgage are deleted and are replaced as follows, effective as of the date the Subject Property becomes located in a SFHA.

The Section entitled "**Obligations**" is deleted in its entirety and replaced with the following:

The term "*Obligation(s)*", as used in this Mortgage, shall mean the Note, together with the Loan Documents, including, without limitation, payment of \$106,000.00 of the amounts outstanding pursuant to the terms of the Loan Documents as set forth herein, and shall also include all interest and other charges chargeable to the Mortgagor or due from the Mortgagor to Bank from time to time related to the Note and the terms of the Loan Documents, and all advances, costs and expenses (including reasonable attorney's fees) referred to in this Mortgage, including

without limitation the costs and expenses (including reasonable attorney's fees) of enforcement of Bank's rights hereunder or pursuant to any document or instrument executed in connection herewith.

The Section entitled "**Cross-Collateral and Future Advances**" is deleted in its entirety and replaced with the following:

It is the express intention of the Mortgagor and Bank that this Mortgage secure payment and performance of only the Obligations, as defined herein, and not any other current or future loans, advances, indebtedness, notes, liabilities, and amounts incurred.

The Section entitled "**Future Advances**" is deleted in its entirety and replaced with the following:

This Mortgage secures only the Obligations, as defined herein, and not any other existing indebtedness or any future advances. The total amount of the Obligations secured by this Mortgage may decrease or increase from time to time but the total unpaid balance so secured at any one time shall not exceed \$106,000.00, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Property, plus interest on such disbursements at the rate then applicable to the Obligations.

The Section entitled "**Complete Agreement**" is deleted in its entirety and replaced with the following:

This Mortgage, any amendments thereto, and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersede all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

Further, in addition to the covenants and agreements made in the Mortgage and the provisions of the First Amendment set out above, Mortgagor and the Bank also covenant and agree that if (i) the Subject Property is now or hereafter located in a SFHA for which flood insurance is available, and (ii) the Bank has not obtained sufficient flood insurance under the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973 and regulations issued thereunder to cover the Mortgagor's personal property located on, at, or within the Subject Property, it is the express intent of the Bank not to take a security interest for this Note or the Obligations, as defined herein, in any such personal property located on, at, or within the Subject Property, and accordingly, the following sections of the Mortgage are deleted and are replaced as follows, effective as of the date the Subject Property becomes located in a SFHA.

The Section entitled "**Security Interest in Property**" is deleted in its entirety and replaced with the following:

As continuing security for the Obligations the Mortgagor hereby pledges, assigns and grants to the Bank, and its successors and assigns, a security interest in all of the Property (as hereinafter defined) constituting permanent fixtures to the land that are not personal property. This Mortgage is and shall be deemed to be a security agreement and financing statement pursuant to the terms of the *Uniform Commercial Code of Alabama* (the "*Uniform Commercial Code*"), as to any and all permanent fixtures to the land and as to all such property that is not personal property that the Bank and its successors and assigns shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to its rights hereunder.

The Section entitled "**Property**" is deleted in its entirety and replaced with the following:

The term "*Property*", as used in this Mortgage, shall mean that certain parcel of land and the fixtures, structures and improvements to the land, now or hereafter thereon located at the Address(es), as more particularly described in Exhibit A attached hereto, together with: (i) all rights now or hereafter existing, belonging, pertaining or appurtenant thereto; (ii) the following categories of assets as defined in the Uniform Commercial Code: documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, securities and all other investment property that is not personal property, and general intangibles (including payment intangibles and software), whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Mortgagor's use of or business conducted on or respecting, the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any Taking, as hereinafter defined; (iv) all of the rights and benefits of the Mortgagor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Mortgagor or any kind arising thereunder (the "*Leases*"); and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Property. This Mortgage expressly disclaims inclusion within the term "*Property*" any and all personal property, belongings or contents, to include non-permanent fixtures that are stored or maintained within any structure located at the Address(es), or that are otherwise covered by Coverage B of the Standard Flood Insurance Policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, as amended.

The Section entitled "**Remedies,**" subsection (B), is deleted in its entirety and replaced with the following:

Enter, take possession of, manage and operate the Property and any part thereof and exclude the Mortgagor therefrom, take all actions it deems necessary or proper to preserve the Property and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by Bank upon the Property for any reason shall not cause Bank to be a mortgagee in possession, except upon the express written declaration of Bank;

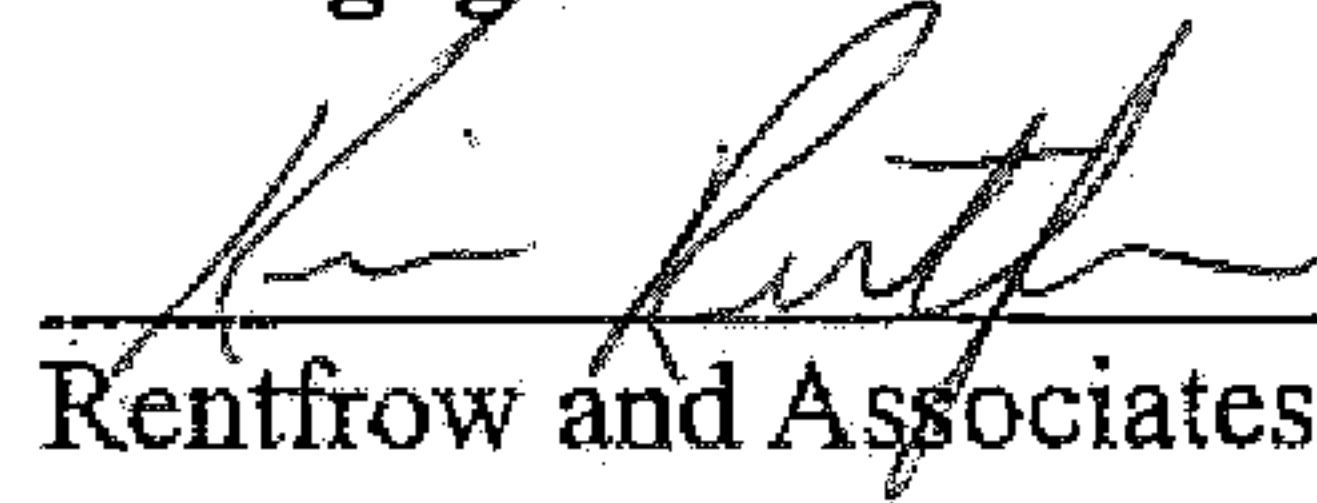
The Section entitled “**Remedies,**” subsection (C), is deleted in its entirety and replaced with the following:

With or without taking possession, receive and collect all rents, income, issues and profits (“*Rents*”) from the Property (including all real estate whether past due or thereafter accruing), including as may arise under the Leases, and the Mortgagor appoints Bank as its true and lawful attorney with the power for Bank in its own name and capacity to demand and collect Rents and take any action that the Mortgagor is authorized to take under the Leases. Bank shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Obligations in such order as Bank determines, or in accordance with any applicable statute, and the Mortgagor agrees that exercise of such rights and disposition of such funds shall not be deemed to cure any default or constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach thereof. Bank shall be liable to account only for such Rents actually received by Bank. Lessees under the Leases are hereby authorized and directed, following notice from Bank, to pay all amounts due the Mortgagor under the Leases to Bank, whereupon such lessees shall be relieved of any and all duty and obligation to the Mortgagor with respect to such payments so made;

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this First Amendment.

Executed as of March 22, 2022.

Mortgagor:

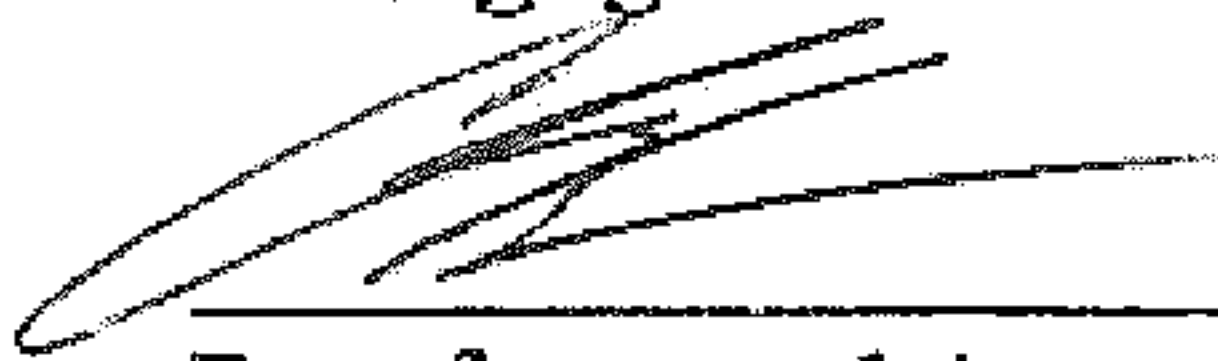


Rentfrow and Associates, LLC

Kevin Rentfrow, Member

Property Address: 209 Rocky Ridge Dr, Helena, AI 35080

Mortgagor:

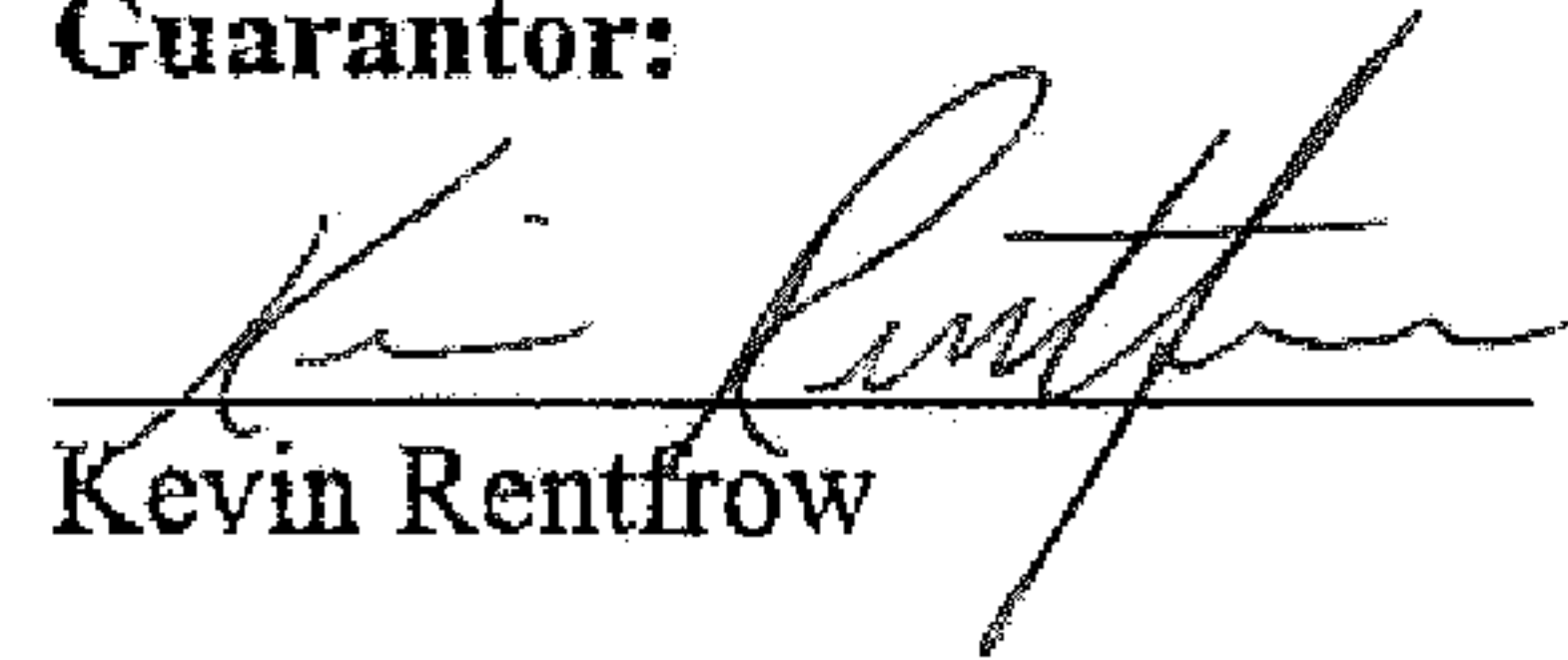


Rentfrow and Associates, LLC

Christopher Burdette, Member

Property Address: 209 Rocky Ridge Dr, Helena, AI 35080

Guarantor:



Kevin Rentfrow

Co-Guarantor:



Christopher Burdette

BancorpSouth Bank, a division of Cadence Bank:

Gary Isenhower

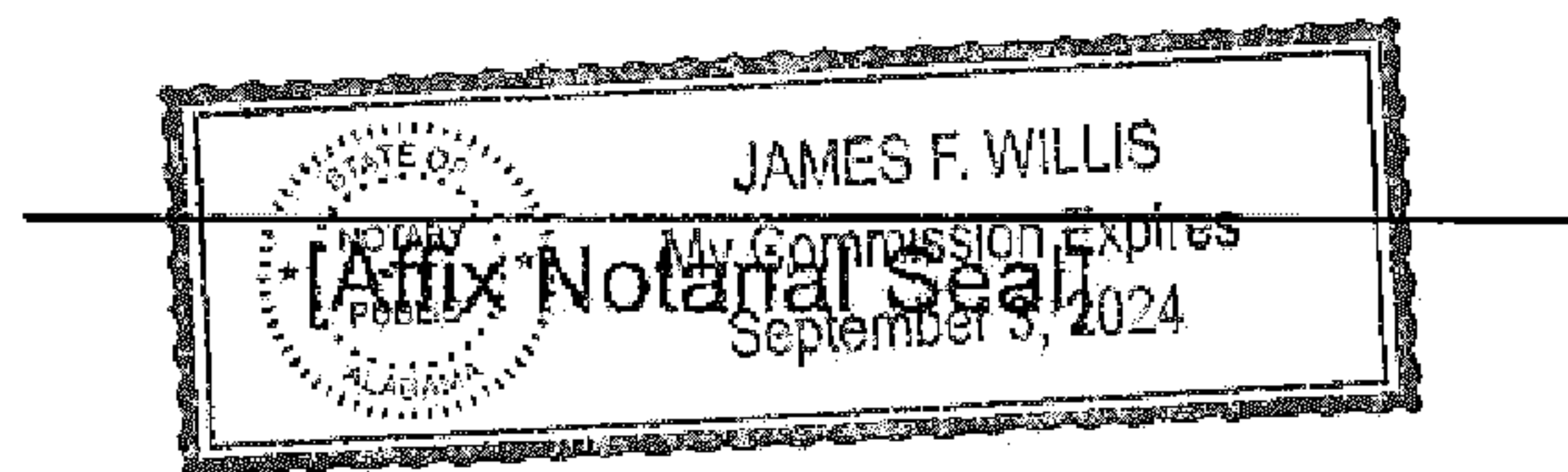
Senior Relationship Manager

STATE OF Alabama
COUNTY OF Jefferson

Personally appeared before me, the undersigned authority in and for the said County and State, on this 22 day of MARCH, 2022, within my jurisdiction, the within named Kevin Rentfrow, who acknowledged that (s)he is the Member of Rentfrow and Associates, LLC, an Alabama Limited Liability Company, and that for and on behalf of said Limited Liability Company, and as the act and deed, he/she/they executed the above and foregoing instrument, after first having been duly authorized by said Limited Liability Company to do so.


Notary Public

My Commission Expires:

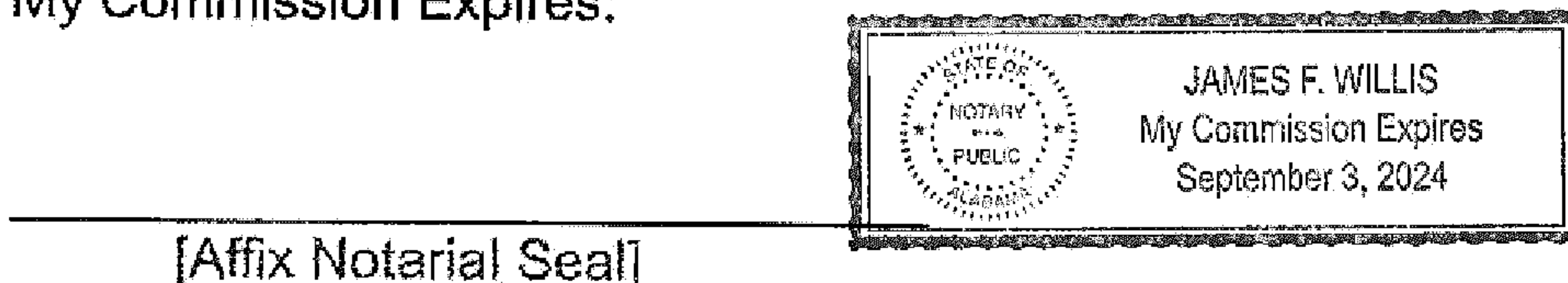


STATE OF Alabama
COUNTY OF Jefferson

Personally appeared before me, the undersigned authority in and for the said County and State, on this 22 day of MARCH, 2022, within my jurisdiction, the within named Christopher Burdette, who acknowledged that (s)he is the Member of Rentfrow and Associates, LLC, an Alabama Limited Liability Company, and that for and on behalf of said Limited Liability Company, and as the act and deed, he/she/they executed the above and foregoing instrument, after first having been duly authorized by said Limited Liability Company to do so.


Notary Public

My Commission Expires:



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allie S. Bevil