

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 August 12, 2021 by T. Christopher Gauldin, as Trustee of the Gauldin Family Trust dated November 22, 2005 (hereinafter the "**Mortgagor**") in favor of **NOBLEBANK & TRUST**, an Alabama state banking corporation, whose address is 361 Summit Blvd., Suite 100, Birmingham, Alabama 35243 (hereinafter, along with its successors in interest and/or assigns, collectively the "**Lender**").

WHEREAS, the Mortgage is recorded as Instrument No. 20210813000394320 in the Office of the Judge of Probate of Jefferson 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 those promissory note in the original principal amount of \$609,500.00, dated therewith, along with any renewals, extensions thereof (collectively the "Note").

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

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$972.50, based upon the maximum principal indebtedness in the amount of \$609,500.00, was paid to the Office of the Judge of Probate of Jefferson County, Alabama.

WHEREAS, the Note and indebtedness evidenced thereby secured by the Mortgage has a current outstanding principal balance in the amount of \$595,047.12 as of the date hereof.

WHEREAS, Mortgagor has requested Lender to modify the existing principal balance of the Note secured by the Mortgaged Property by increasing the outstanding principal thereof by \$404,952.88 to the amount of \$1,000,000.00 for purposes of commercial investment secured by the Mortgaged Property, 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.

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:

NOTES TO CLERK: (1) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE IS HEREBY AMENDED BY AN AMOUNT EQUAL TO FOUR HUNDRED FOUR THOUSAND NINE HUNDRED FIFTY-TWO AND 88/100 DOLLARS (\$404,952.88); (2) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE, AS AMENDED HEREBY, IS ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00); AND (3) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20210813000394320, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

1. **Modification of Principal Amount Secured.** Henceforth the Mortgage shall specifically secure not only the existing indebtedness in the principal amount of \$595,047.12 evidenced by that Note dated August 12, 2021, as modified, amended and renewed, but also an additional advance or loan of \$404,952.88 made in connection herewith to Borrower, and all the interest thereon. The term "Debt" as used in the Mortgage shall be defined to mean indebtedness in the principal amount of \$1,000,000.00, including not only the existing indebtedness of \$595,047.12 evidenced by the Note dated August 12, 2021, as amended, modified and renewed, together with all interest thereon, and all extensions and renewals thereof, but also the \$404,952.88 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 28th day of April 2022.

MORTGAGOR:

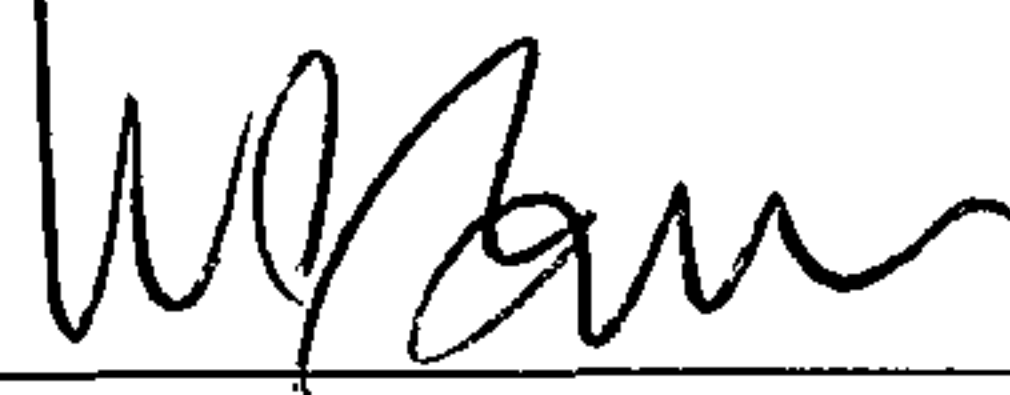
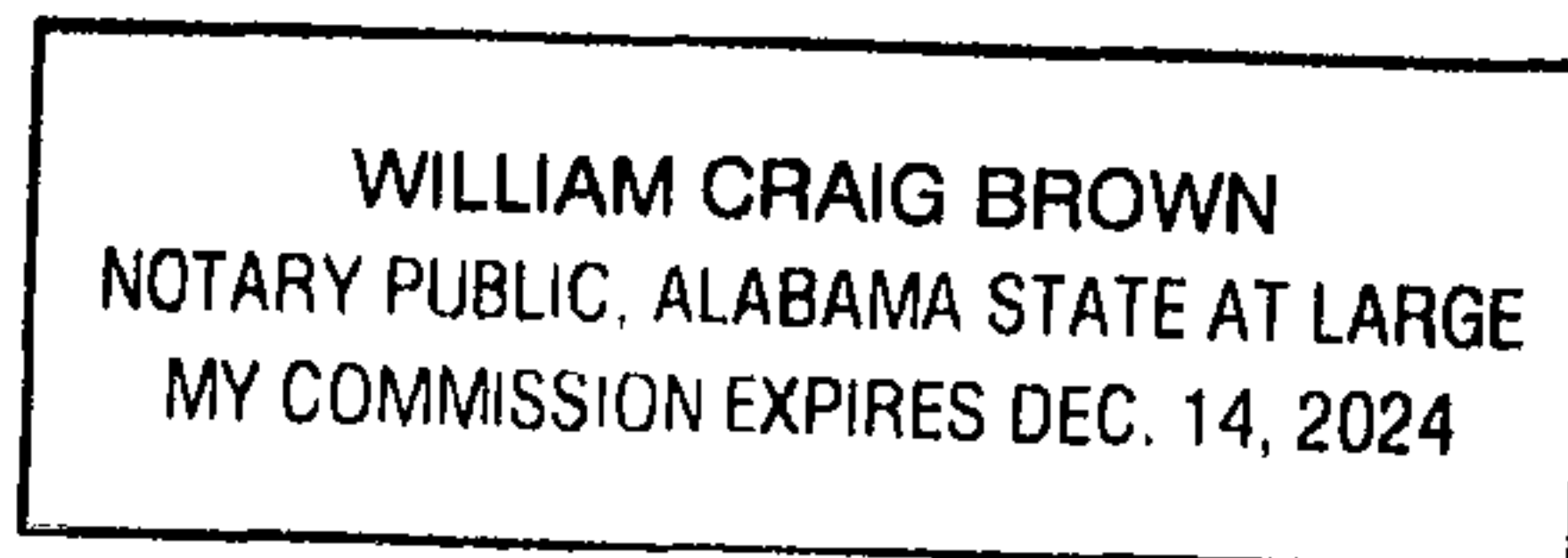


T. Christopher Gauldin, as trustee of the
GAULDIN FAMILY TRUST dated November 22, 2005

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. Christopher Gauldin, whose name as the trustee of the GAULDIN FAMILY TRUST dated November 22, 2005, 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, as such trustee, and with full authority, executed the same voluntarily, as an act of said trust, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 28th day of April, 2022.



NOTARY PUBLIC

My Commission Expires:

12/14/2024

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

LENDER:

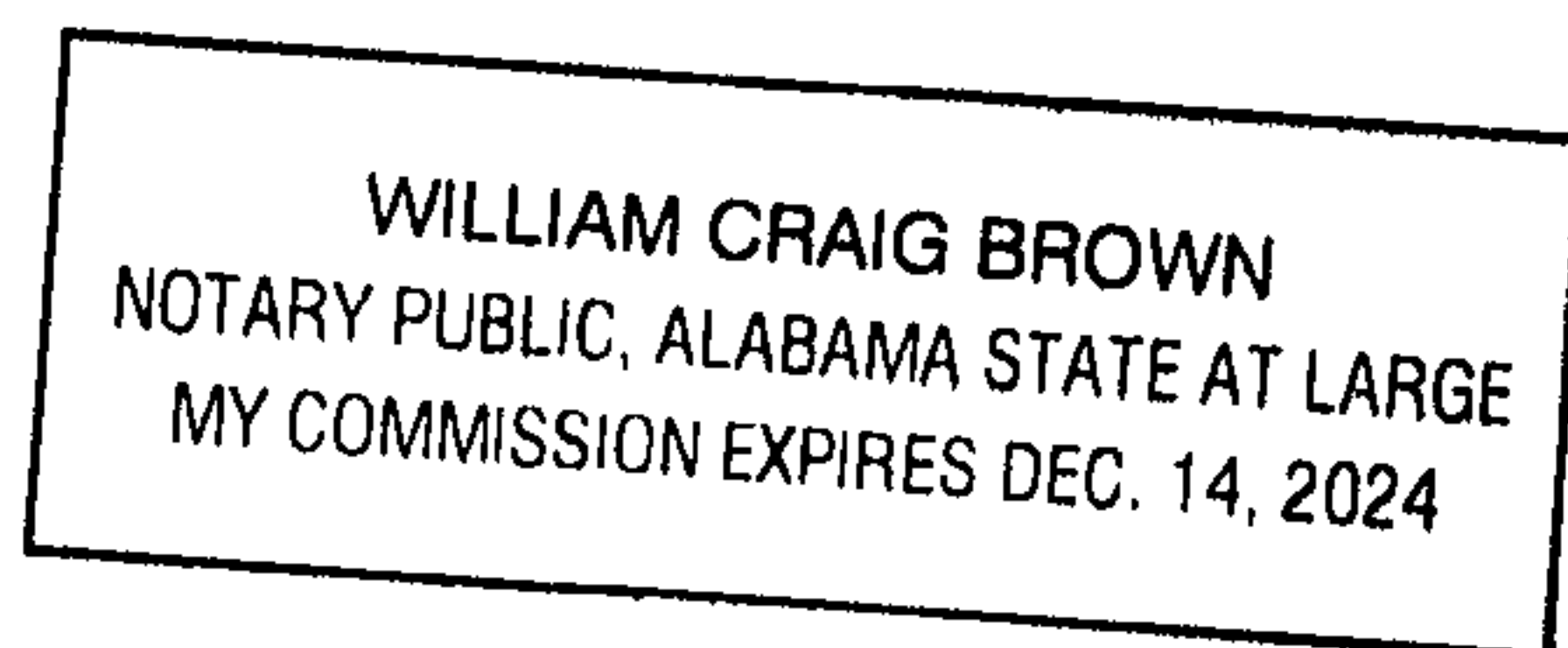
NOBLEBANK & TRUST, an
Alabama state banking corporation

By: [Signature]
Name: CHARLIE J. GOWER
Title: VP, COMMERCIAL RM

STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charlie J. Gower, whose name as Vice President of the NOBLEBANK & TRUST, an Alabama state 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 28th day of April 2022



[Signature]
NOTARY PUBLIC

My Commission Expires: 12/14/2024

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

EXHIBIT "A"

All that certain lot or parcel of land situated in the County of Shelby, State of Alabama, and being more particularly described as follows:

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 20 South, Range 3 West, City of Helena, Shelby County, Alabama, and being more particularly described as follows:

Beginning at the Southeast corner of Lot 40 of a Resurvey of Village Parish a Townhome Community as recorded in Map Book 24, Page 75, said point being the point of beginning. thence South 06 degrees 29 minutes 53 seconds West, a distance of 19.67 feet; thence south 88 degrees 00 minutes 00 seconds East, a distance of 250.06 feet to a point lying on the westerly right of way of county Road #95; thence South 06 degrees 04 minutes 06 seconds West along said right of way a distance of 107.20 feet; thence south 50 degrees 27 minutes 47 seconds West a distance of 102.1 feet to a point lying on the Northerly right of way of County Road #58; thence North 84 degrees 52 minutes 53 seconds West along said right of way a distance 366.91 feet; thence North 05 degrees 07 minutes 07 seconds East and leaving said right of way a distance of 147.42 feet to point lying on the Southerly right of way of Frances Lane; thence North 89 degrees 38 minutes 38 seconds East, a distance of 89.20 feet to the point of a curve to the right, having a radius of 25.00 feet; a central angle of 48 degrees 11 minutes 22 seconds and subtended by a chord which bears South 66 degrees 15 minutes 41 seconds East a chord distance of 20.41 feet; thence along arc and said right of way a distance of 21.03 feet to the point of curve to the left having radius of 50.00 feet; a central angle of 131 degrees 20 minutes 24 seconds and subtended by a chord which bears North 72 degrees 09 minutes 48 seconds east a chord distance of 91.12 feet; thence along arc and said right of way a distance of 114.62 feet to the Point of Beginning; being situated in Shelby County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2022, and subsequent years, constituting a lien which is not yet due and payable.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Volume 121, Page 294, Deed Book 262, Page 269 and Deed Book 119, Page 240.
3. Reservations recorded in Deed Book 246, Page 97.
4. Easement Agreement recorded in Instrument # 20120904000330570.
5. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Instrument # 20061212000602860 and Instrument # 20091214000457830.
6. Right of Way to Shelby County as recorded in Volume 271, Page 731 and Volume 271, Page 734.
7. Right of Way granted to Colonial Pipeline as recorded in Deed Book 268, Page 208.
8. Any coal, oil, gas and other miner or mining right not owned by Mortgagor.

Amendment to Mortgage



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/29/2022 12:52:25 PM
\$641.50 CHERRY
20220429000175900

Allen S. Byrd