

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This Amendment to Mortgage and Security Agreement (the "Amendment") is entered into as of this 29th day of August, 2022.

DAL Properties, LLC, ("Borrower") has made and delivered to **Richard Ruch** ("Lender"), a Mortgage and Security Agreement as the same may be extended, renewed, amended or modified (as so extended, renewed, modified or amended, the "Mortgage") dated March 14, 2011, as recorded in Instrument No. 20110317000086700, and modified as recorded in Instrument No. 20111103000329940, and further modified in Instrument No. 20120711000247340, and further modified in Instrument No. 20121204000463750, and further modified in Instrument No. 20131031000430050, and further modified in Instrument No. 20140206000034750, and further modified in Instrument No. 20140623000188620, and further modified in Instrument No. 20141124000367870 and further modified in Instrument No. 20150420000125630 and further modified in Instrument No. 20150930000342340 and further modified in Instrument No. 20160527000182040 and further modified in Instrument No. 20170525000183350, and further modified in Instrument No. 20171027000390560 and further modified in Instrument No. 20180727000268020 and further modified in Instrument No. 20210106000009150 and further modified in Instrument No. 20220309000098400, in the Probate Office of Shelby County, Alabama, in order to secure a Promissory Note from Borrower as the same may be extended, renewed, amended or modified (as so extended, renewed, modified or amended, the "Note") evidencing a loan in the principal amount of Two million and no/100 (\$2,000,000.00) outstanding from time to time, interest thereon and certain other indebtedness and obligations of the Borrower from time to time owing to Lender. Capitalized terms used herein and not defined have the meanings set forth in the Mortgage.

Borrower and Lender mutually desire to amend the above described mortgage in order to increase the loan amount.

NOW, THEREFORE, in consideration of the above provisions, and in further consideration of the mutual covenants contained in the Amendment, the parties agree as follows:

1. **Amendments to Mortgage:**

a. **The mortgage is hereby amended to add the following property:**

Lots 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495 and 2496, Kinross Highlands at Ballantrae, Phase III, as recorded in Map Book 56, Page 85, in the Probate Office of Shelby County, Alabama.

Lot 32, according to the map and survey of Lime Creek at Chelsea Preserve, Sector 2, as recorded in Map Book 34, Page 51, in the Probate Office of Shelby County, Alabama.

Lot 31A, according to the Resurvey of Lots 31 and 44, Lime Creek at Chelsea Preserve, Sector 2, as recorded in Map Book 35, Page 13, in the Probate Office of Shelby County, Alabama.

2. **Continued Effectiveness of Documents:** In all other respects, the Mortgage shall remain unchanged and in full force and effect, and Borrower affirms that it has no offsets or defenses to its obligations pursuant to the Mortgage or other documents executed in connection therewith.
3. **Document Taxes and Other Charges:** In the event any taxing authority shall require any additional mortgage recording tax or filing fees or impose any interest or penalties incident to this Amendment, Borrower will promptly pay the same. Borrower also agrees to pay any title insurance premium or charges to amend the mortgage.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

BORROWER:
DAL Properties, LLC

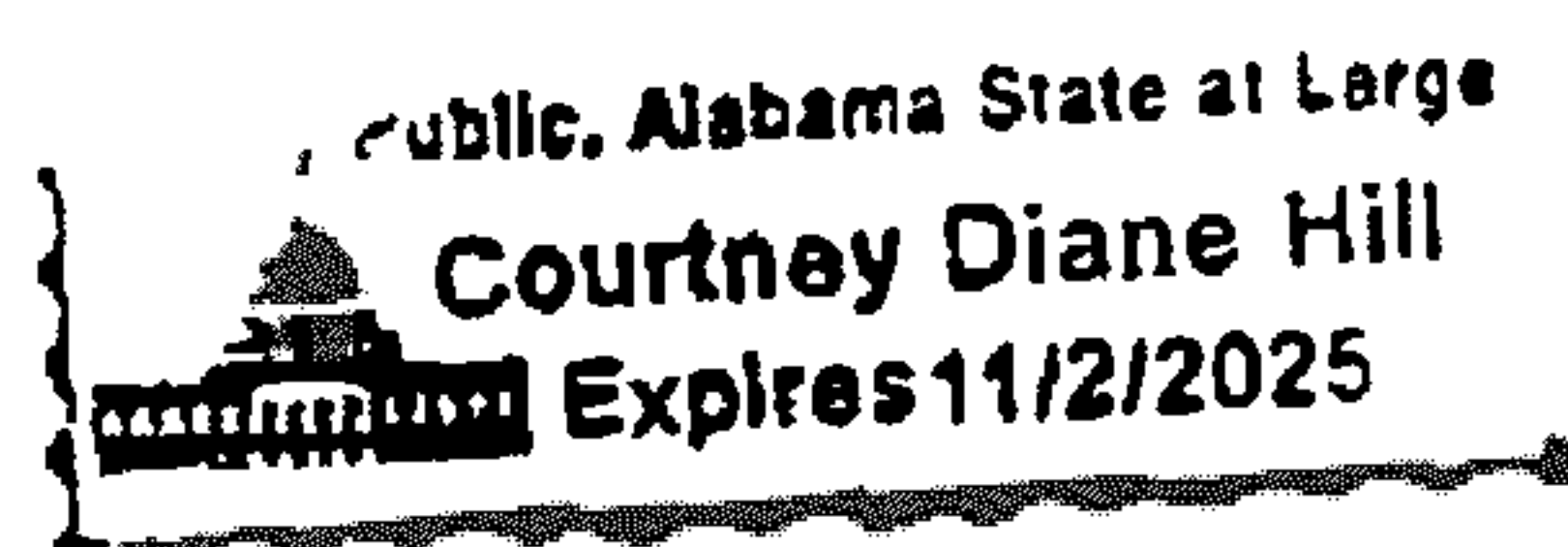
Timothy D. Ruch

By: Timothy Dallon Ruch, Its: Member

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Timothy Dallon Ruch, whose name as Member of DAL Properties, LLC, a limited liability company, 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 this instrument, he, as such officer and with full authority executed the same voluntarily for and as act of said limited liability company.

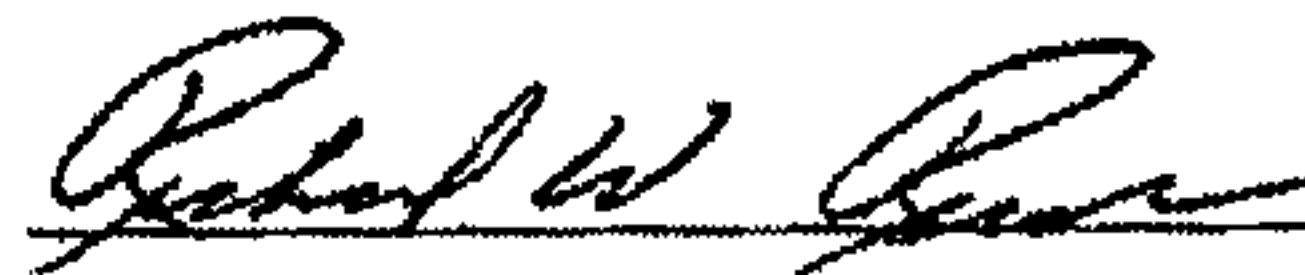
Given under my hand and official seal this 30 day of August, 2022.



Courtney Diane Hill
Notary Public
My Commission Expires: 11/2/25

The undersigned hereby consents to the Amendment.

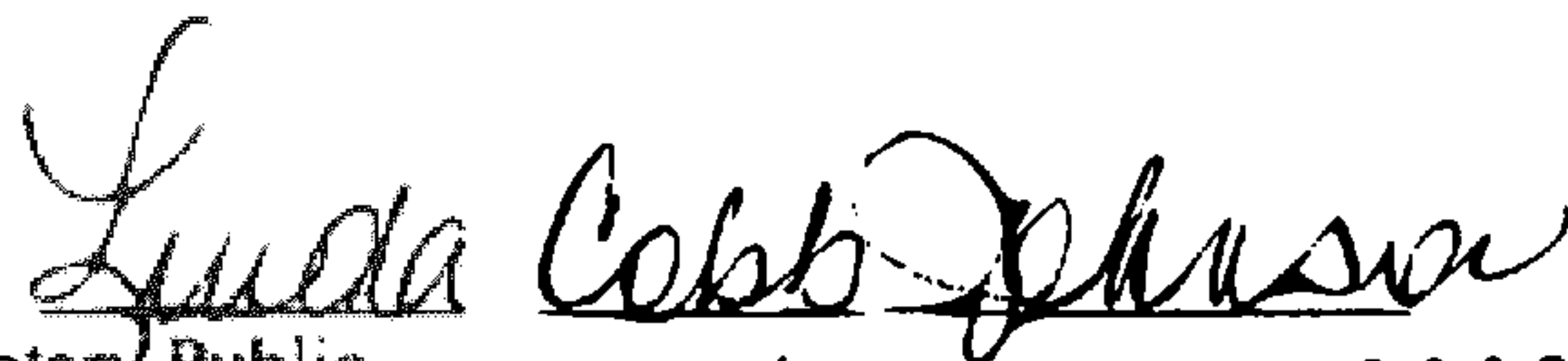
LENDER:
Richard Ruch



STATE OF Florida
COUNTY OF Howe

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard Ruch whose name 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 this instrument, he executed the same voluntarily on the day the same bears date.

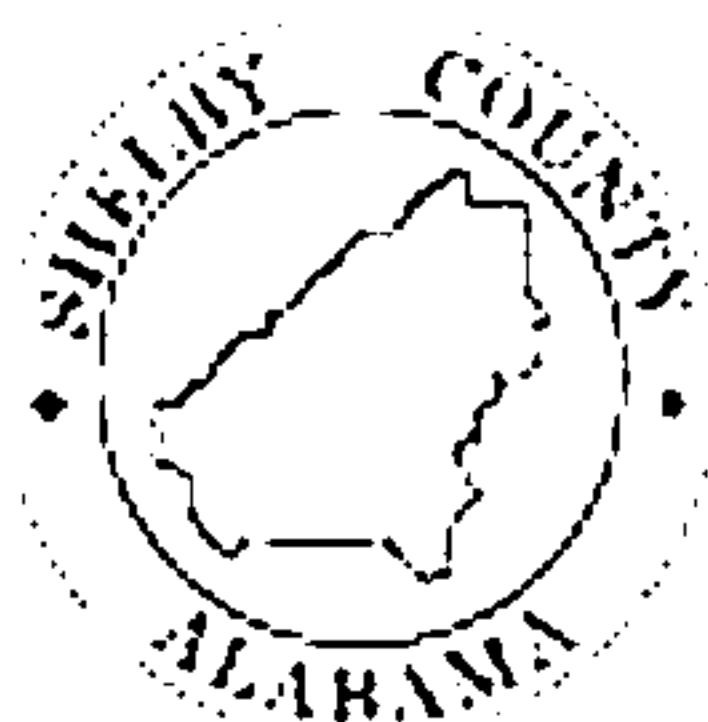
Given under my hand and official seal, this 29th day of August, 2022.


Notary Public
My Commission Exp' _____



Notary Public State of Florida
Linda Cobb Johnson
My Commission GG 359318
Expires 07/25/2023

This instrument prepared by:
S. Kent Stewart
Stewart & Associates, P.C.
3595 Grandview Parkway, Ste. 280
Birmingham, AL 35243



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk 3
Shelby County, AL
08/30/2022 01:19:04 PM
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20220830000339300

