

This document prepared by,
and after recording, return to:

20220901000342820
09/01/2022 12:41:48 PM
MORTAMEN 1/7

Joel A. Price, Jr., Esq.
Burr & Forman LLP
420 North 20th Street
Suite 3400
Birmingham, Alabama 35203
Telephone: (205) 251-3000

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

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment"), dated as of the 31st of August, 2022, between **DANIEL REALTY COMPANY, LLC**, an Alabama limited liability company, formerly known as Daniel Realty Company, an Alabama general partnership (the "Borrower"), whose address is 505 20th Street North, Suite 1000, Birmingham, Alabama 35203, and **SYNOVUS BANK**, a Georgia banking corporation, successor to First Commercial Bank, an Alabama banking corporation ("Lender"), whose address is 800 Shades Creek Parkway, Birmingham, Alabama 35209, Attention: Wholesale Commercial Real Estate.

RECITALS

A. Borrower is indebted to certain Lender for a revolving line of credit loan in the original maximum principal amount of \$5,500,000.00 (the "Loan").

B. The Loan is secured by that certain Mortgage and Security Agreement and Assignment of Rents and Leases dated July 30, 2003, by Borrower, in favor of Lender, as recorded in the Office of the Judge of Probate of Shelby County, Alabama on August 31, 2003 as Instrument 20030731000491770 (including any amendments thereto, the "Mortgage").

C. At Borrower's request, the Loan has been amended pursuant to that certain Amended and Restated Loan and Security Agreement of even date herewith between Borrower and Lender (as the same may be amended, the "Amended and Restated Loan Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Amended and Restated Loan Agreement.

D. In connection with the execution of the Loan Agreement, Borrower and Lender desire to amend the Mortgage as hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the parties agree as follows:

1. The recitals hereto are true and correct.
2. Borrower and Lender agree and acknowledge that the new maximum principal amount of the Loan is Two Million Two Hundred Twenty Thousand and No/100 Dollars (\$2,220,000.00).
3. Borrower and Lender agree and acknowledge that the real property currently covered by the Mortgage is as described in the attached Exhibit A.
4. Borrower and Lender agree and acknowledge that the maturity date of the Loan has been extended to August 31, 2024.
5. Borrower and Lender agree that the Mortgage is hereby amended as follows:
 - (a) Any references therein to the principal amount of the Loan are deemed revised to refer to the new maximum principal amount of \$2,220,000.00.
 - (b) Any references to the "Loan Agreement" therein are deemed to refer to the Amended and Restated Loan Agreement.
6. Borrower represents and warrants that all representations and warranties set forth in the Mortgage are true and correct on the date hereof other than representations or warranties that are no longer true as a result of a change in facts not resulting from or relating to a breach by Borrower of its obligations under the Loan Documents.
7. Borrower represents and warrants that no uncured Event of Default currently exists.
8. No right of Lender with respect to the Mortgage or other Loan Documents are or will be in any manner released, destroyed, diminished, or otherwise adversely affected by this Amendment, except as expressly provided herein.
9. All references in the Loan Documents to the Mortgage shall be deemed to refer, from and after the date hereof, to the Mortgage as amended hereby and as the same may be hereafter amended.
10. Except as hereby expressly modified and amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed in all respects. Borrower confirms that it has no defenses or setoffs with respect to its obligations pursuant to the Mortgage, as herein amended.
11. This Amendment shall not constitute or be construed as a novation of the Mortgage or of the indebtedness secured thereby.

12. This Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

13. This Amendment may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument.

14. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS AMENDMENT, THE MORTGAGE OR THE OTHER LOAN DOCUMENTS, OR (ii) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AMENDMENT, THE MORTGAGE OR THE OTHER LOAN DOCUMENTS OR IN CONNECTION WITH THE TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AND LENDER AGREE THAT EITHER MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF BORROWER AND LENDER IRREVOCABLY TO WAIVE THEIR RIGHT TO TRIAL BY JURY, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.**

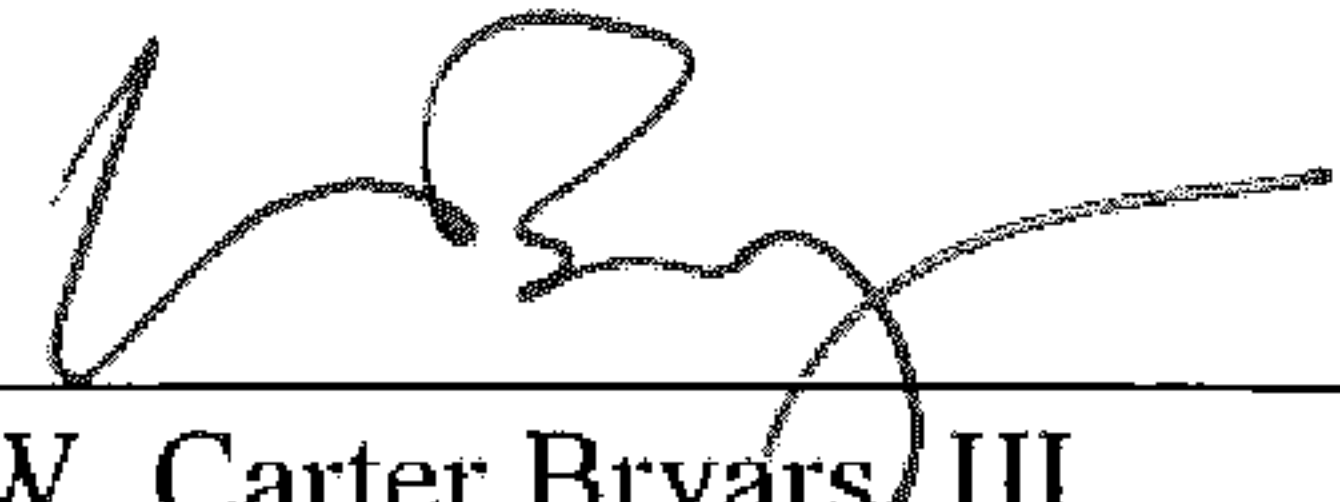
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be properly executed and delivered as of the day and year first above written.

BORROWER:

DANIEL REALTY COMPANY, LLC,
an Alabama limited liability company

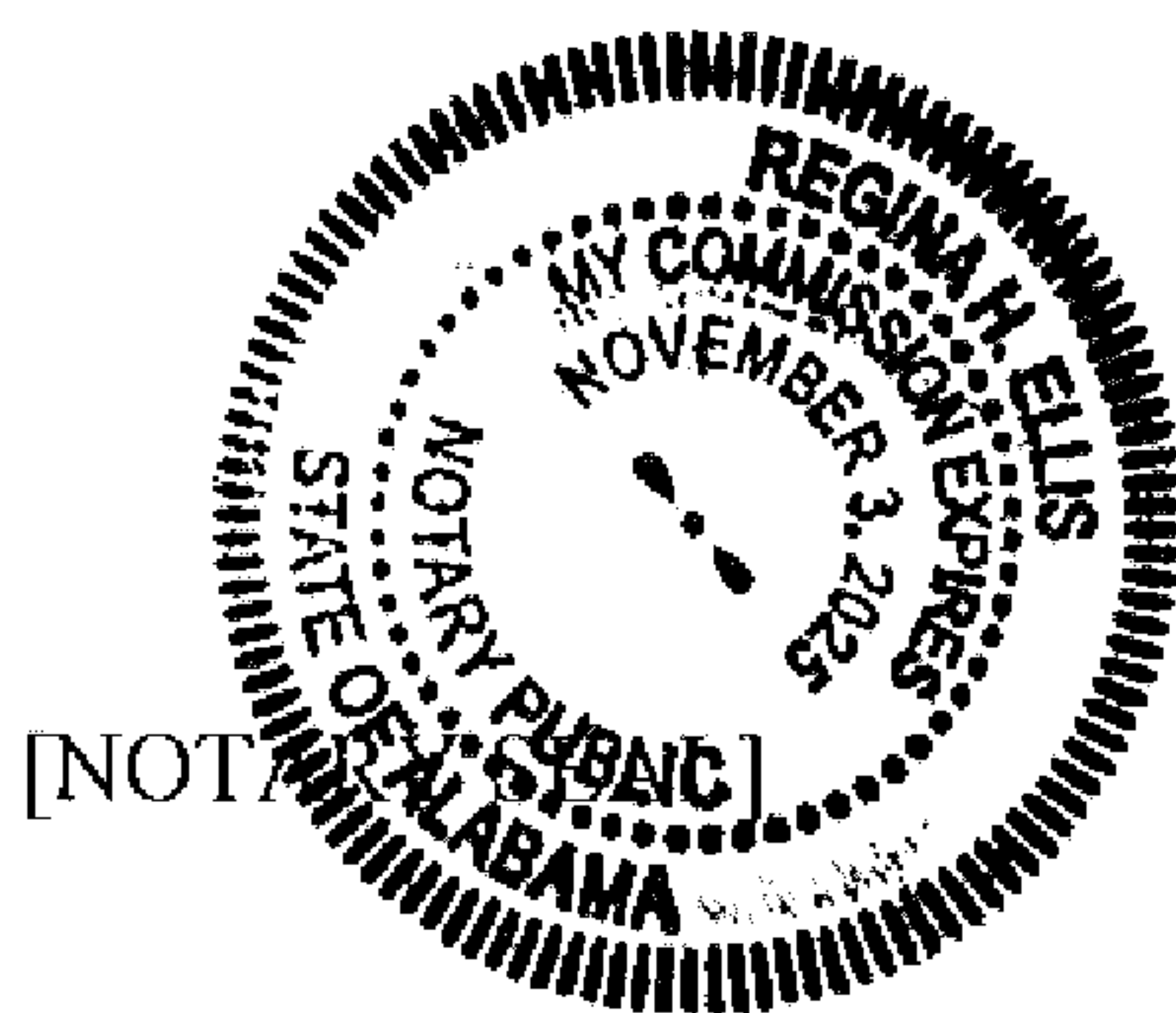
By: Daniel Management Corporation,
an Alabama corporation
Its Manager

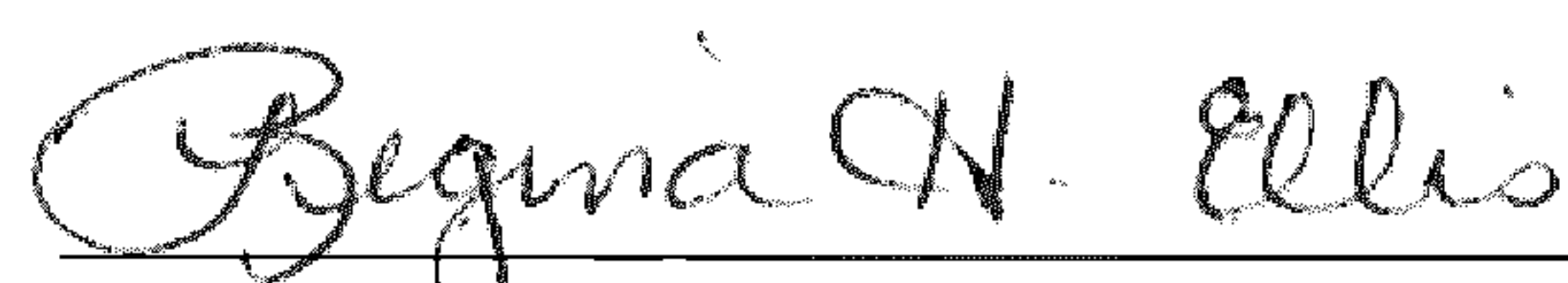
By: 
Name: W. Carter Bryars III
Title: Chief Operating Officer

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that W. Carter Bryars, III, whose name as Chief Operating Officer of Daniel Management Corporation, an Alabama corporation, the Manager of Daniel Realty Company, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me (or proved to me on the basis of satisfactory evidenced to be the person who executed the foregoing instrument), 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 limited liability company.

Given under my hand and official seal, this 23rd day of August, 2022.




NOTARY PUBLIC
Print Name: Regina H. Ellis
My Commission Expires: 11-3-25

LENDER:

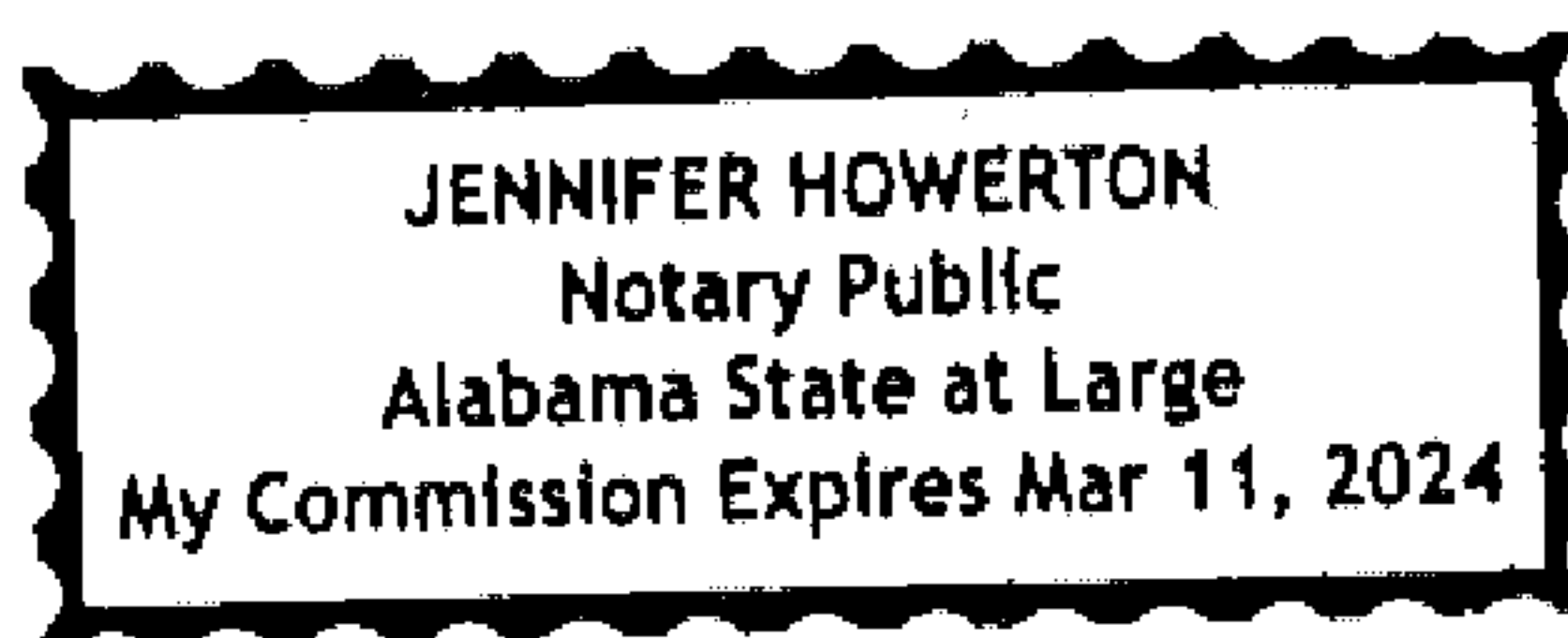
SYNOVUS BANK,
a Georgia banking corporation

By: 
Name: Stephen T. Hodges
Title: Director, CRE

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Stephen T. Hodges, whose name as Director, CRE of Synovus Bank, a Georgia banking corporation, is signed to the foregoing instrument, and who is known to me (or proved to me on the basis of satisfactory evidenced to be the person who executed the foregoing instrument), 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 limited liability company.

Given under my hand and official seal, this 31st day of August, 2022.




NOTARY PUBLIC
Print Name: Jennifer Howerton
My Commission Expires: 3/11/2024

[NOTARY SEAL]

EXHIBIT A

Legal Description

PARCEL I:

Lot 7A-2, Resurvey Lot 7A Meadow Brook Corporate Park South Phase II, as recorded in Map Book 43, Page 40, in the Probate Office of Shelby County, Alabama.

PARCEL II:

To locate the point of beginning, commence at the Southwest corner of the Northeast Quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 88 degrees 43 minutes 44 seconds East on the South boundary line of said Northeast Quarter a distance of 250.00 feet to a point; thence North 26 degrees 40 minutes 48 seconds East a distance of 1300.16 feet to the point of beginning, said point of beginning being on the West boundary line of Lot 2A of The Resurvey of Lot 2, Greystone, Second Sector, a subdivision which was recorded in Map Book 17, Page 27, in the Office of the Judge of Probate of Shelby County, Alabama, and the north right of way of a private road known as Greystone Way; thence South 50 degrees 29 minutes 50 seconds West on the North right of way of said road a distance of 265.10 feet to a curve to the left having a central angle of 14 degrees 32 minutes 51 seconds and a radius of 840.00 feet; thence along said curve a distance of 213.28 feet to a point; thence tangent to said curve South 35 degrees 56 minutes 59 seconds West a distance of 11.79 feet to a curve to the right having a central angle of 40 degrees 29 minutes 35 seconds and a radius of 410.00 feet; thence along said curve a distance of 289.76 feet to a point on the East boundary line of Lot 1, Greystone, Third Sector, a subdivision which was recorded in Map Book 14, Page 79, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 20 degrees 09 minutes 47 seconds East on the East boundary line of said Lot 1 a distance of 569.30 feet to a point; thence North 16 degrees 15 minutes 22 seconds East on the East boundary line of said Lot 1 a distance of 384.30 feet to a point; thence 73 degrees 44 minutes 39 seconds East on the East boundary line of said Lot 1 a distance of 150.02 feet to a point; thence North 16 degrees 15 minutes 33 seconds East on the East boundary line of said Lot 1 a distance of 285.20 feet to a point; thence South 59 degrees 11 minutes 45 seconds East a distance of 348.34 feet to a point on the West boundary line of Lot 2A of the resurvey of Lot 2, Greystone, Second Sector; thence South 26 degrees 40 minutes 17 seconds West on the West boundary line of said Lot 2A a distance of 521.17 feet to the point of beginning.

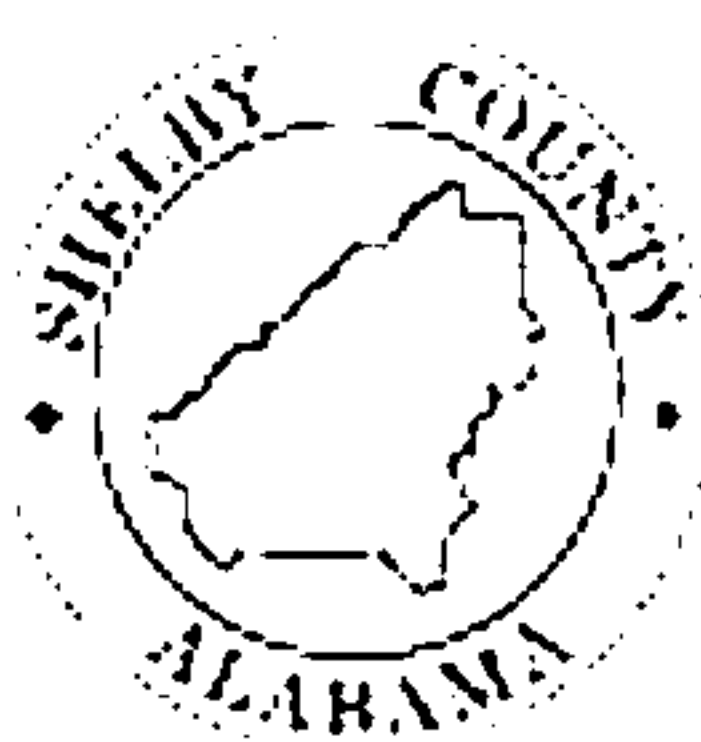
All lying and being in the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and as shown on the boundary survey dated May 31, 1993, prepared by Charley Foster & Associates, Inc. and being more particularly described as follows:

To locate the point of beginning, commence at the SW corner of the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 88 degrees 43 minutes 44 seconds East on the South boundary of said NE 1/4 a distance of 250.00 feet to a point; thence North 26 degrees 40 minutes 48 seconds East a distance of 1300.16 feet to the point

of beginning, said point of beginning being on the West boundary of Lot 2A of the resurvey of Lot 2, Greystone, Second Sector, a subdivision which was recorded in Map Book 17, Page 27, in the Office of the Judge of Probate, Shelby County, Alabama, and the North right of way of a public road; thence South 55 degrees 30 minutes 21 seconds West on the North right of way of said road a distance of 265.10 feet to a curve to the left having a central angle of 14 degrees 32 minutes 51 seconds and a radius of 840.00 feet; thence along said curve a distance of 213.28 feet to a point; thence tangent to said curve South 35 degrees 57 minutes 29 seconds West a distance of 11.79 feet to a curve to the right having a central angle of 40 degrees 29 minutes 35 seconds and a radius of 410.00 feet; thence along said curve a distance of 289.76 feet to a point on the East boundary of Lot 1, Greystone, Third Sector, a subdivision which was recorded in Map Book 14, Page 79, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 20 degrees 10 minutes 42 seconds East on the East boundary of said Lot 1 a distance of 569.13 feet to a point; thence North 16 degrees 17 minutes 42 seconds East on the East boundary of said Lot 1 a distance of 384.29 feet to a point; thence South 73 degrees 42 minutes 18 seconds East on the East boundary of Lot 1 a distance of 150.00 feet to a point; thence North 16 degrees 17 minutes 42 seconds East on the East boundary of said Lot 1 a distance of 285.30 feet to a point; thence South 59 degrees 11 minutes 45 seconds East a distance of 347.93 feet to a point on the West boundary of Lot 2A of the resurvey of Lot 2, Greystone, Second Sector; thence South 26 degrees 40 minutes 48 seconds West on the West boundary of said Lot 2A a distance of 521.17 feet to the point of beginning.

48766196 v3

Amendment to Mortgage – Exhibit A - Page 2



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/01/2022 12:41:48 PM
\$3370.00 BRITTANI
20220901000342820

Alli S. Boyd