

This Instrument prepared by:
Michael J. Brandt, Esq.
Wallace, Jordan, Ratliff & Brandt
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

20220927000369830
09/27/2022 10:00:14 AM
MORTAMEN 1/4

STATE OF ALABAMA)
SHELBY COUNTY)

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (the “Amendment”) is made and entered into as of the 15th day of September, 2022, by and between **RAINBOW TECHNOLOGY CORPORATION**, an Alabama corporation (the “Borrower”) and **SYNOVUS BANK**, a Georgia state banking corporation (the “Bank”);

WHEREAS, the Borrower and the Bank, as Lender, entered into that certain Mortgage dated April 15, 2021, and recorded on June 8, 2021 under Instrument #20210608000279230 in the Probate Office of Shelby County, Alabama (“the Mortgage”); and

WHEREAS, the Mortgage secures certain obligations and indebtedness of Triple S Farm, L.L.C., an Alabama limited liability company, to the Bank, as more particularly described in Exhibit “B” of the Mortgage; and

WHEREAS, concurrent with the execution of this Amendment, the Mortgage no longer secures those certain obligations and indebtedness of Triple S Farm, L.L.C. to the Bank; and

WHEREAS, concurrent with the execution of this Amendment, the Mortgage only secures those certain obligations and indebtedness of the Borrower to the Bank;

NOW, THEREFORE, in consideration of the premises, the Borrower and the Bank hereby agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Mortgage.
2. Credit Documents: The definition of “Credit Documents” as set forth in Exhibit “B” of the Mortgage is hereby amended to delete item (h) containing the Amended and Restated Cross-Collateralization Agreement dated April 15, 2021.

3. Triple S Farm Credit Documents: The Mortgage is hereby amended in its entirety to remove all references to the “Triple S Farm Credit Documents.” The Mortgage hereby only secures those certain obligations and indebtedness of the Borrower to the Bank.

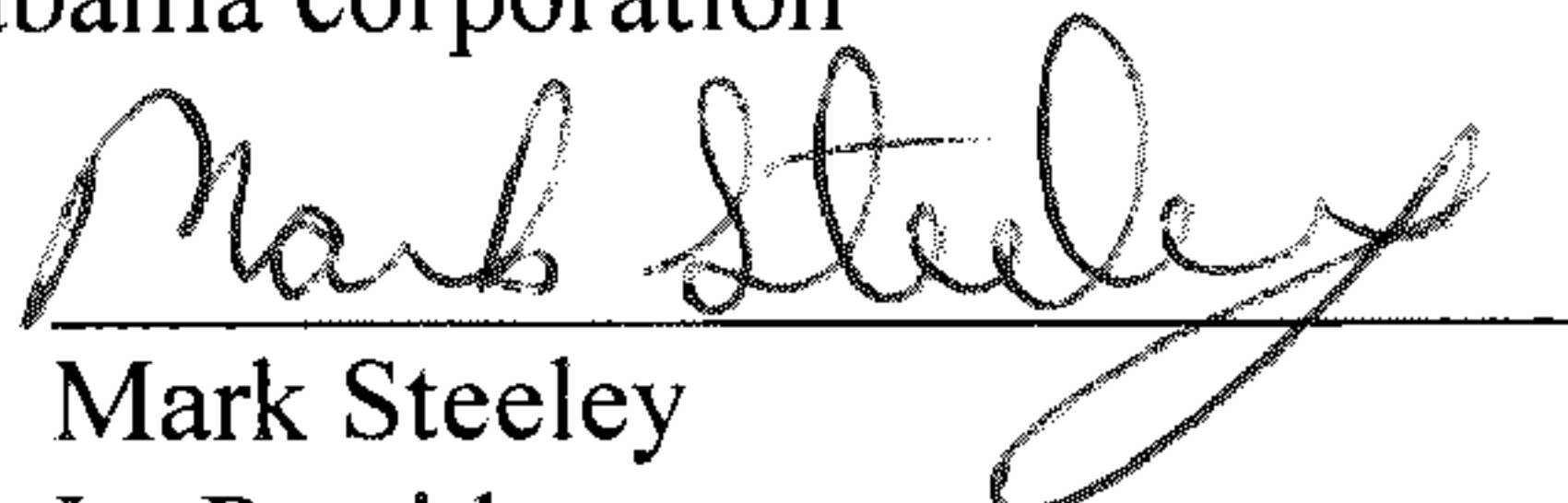
4. Except as amended hereby, the Mortgage shall remain in full force and effect, and the provisions thereof are hereby ratified and affirmed.

(Signature page follows)

IN WITNESS WHEREOF, the Borrower and the Bank have executed this Amendment as of the date first above written.

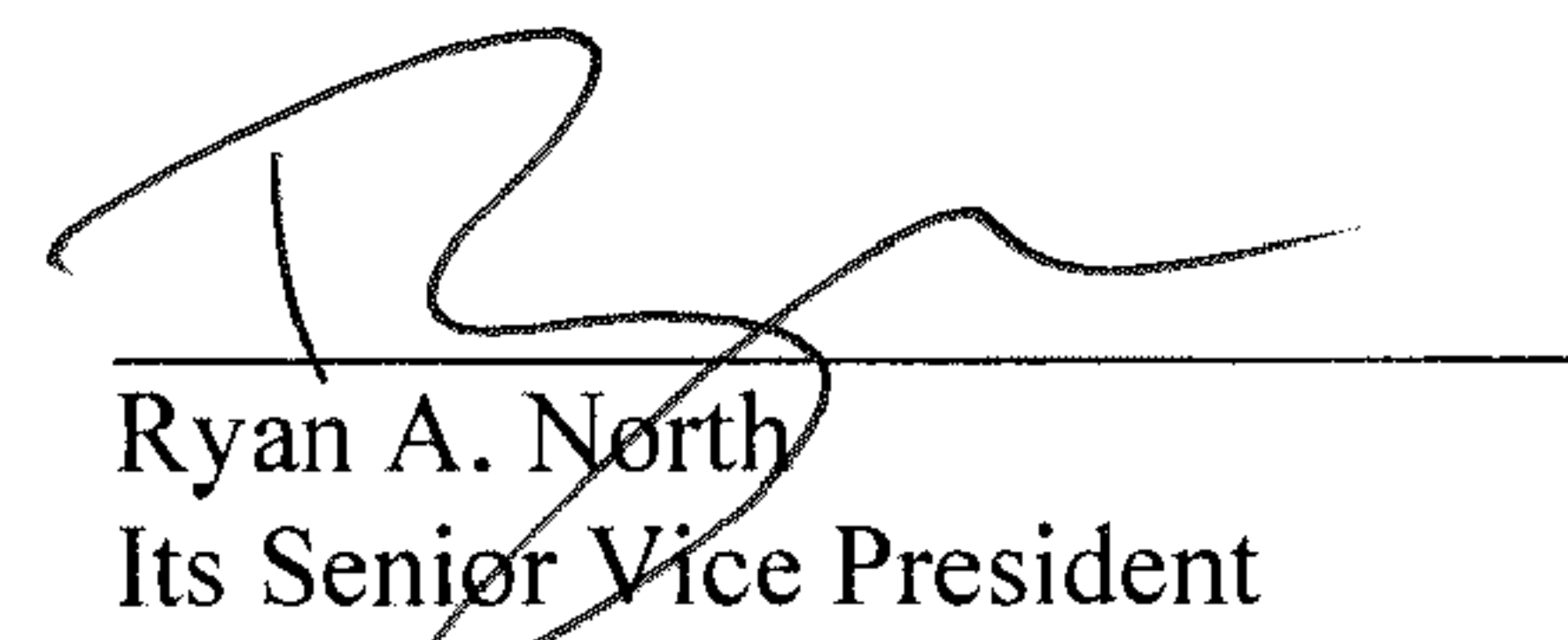
BORROWER:

**RAINBOW TECHNOLOGY
CORPORATION,**
an Alabama corporation

By: 
Mark Steeley
Its President

BANK:

SYNOVUS BANK,
a Georgia state banking corporation

By: 
Ryan A. North
Its Senior Vice President

STATE OF ALABAMA)
)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Mark Steeley, whose name as President of Rainbow Technology Corporation, an Alabama 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, as such President and with full authority, executed the same voluntarily for and as the act of said corporation.

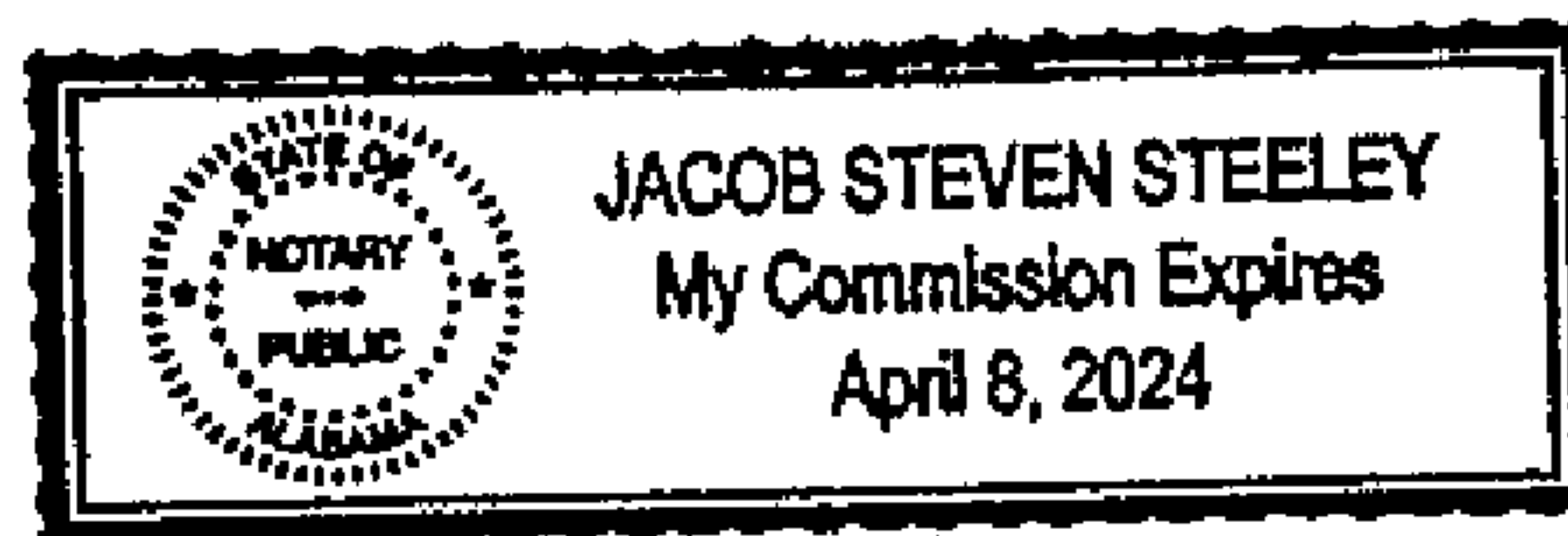
Given under my hand and official seal this 27th day of September, 2022.

Jacob Steven Steeley
Notary Public

[NOTARIAL SEAL]

My commission expires: 4/8/24

STATE OF ALABAMA)
)
Shelby COUNTY)



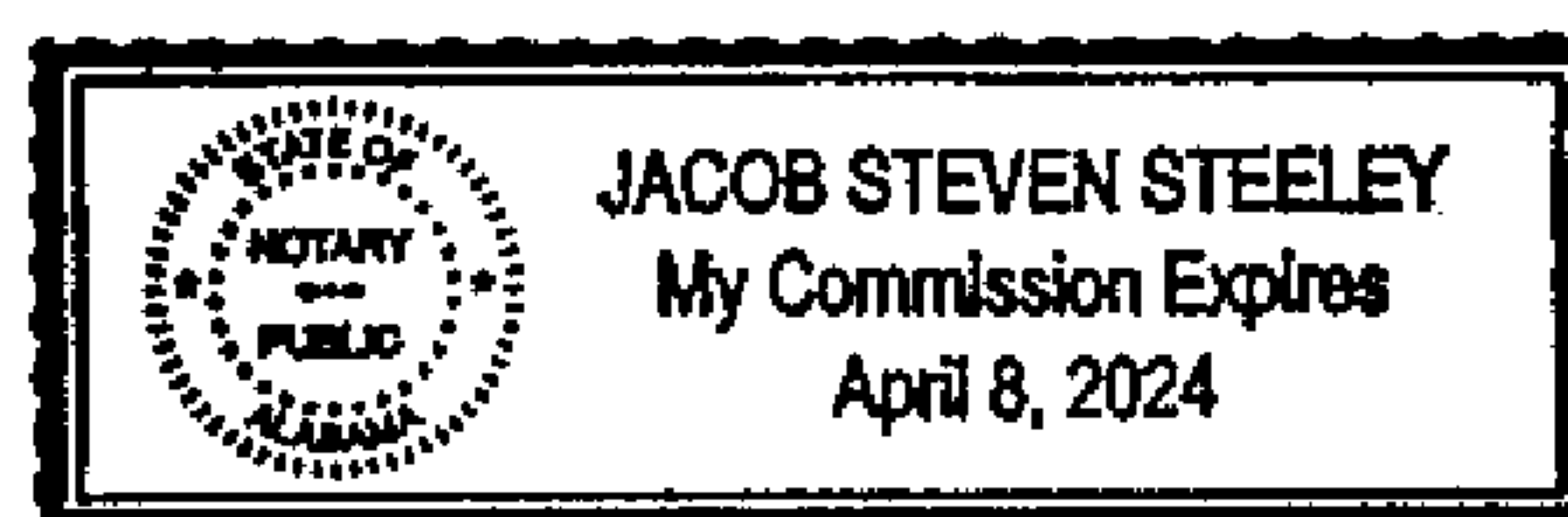
I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ryan A. North, whose name as Senior Vice President of Synovus Bank, a Georgia state banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27th of September, 2022.

Jacob Steven Steeley
Notary Public

[NOTARIAL SEAL]

My commission expires: 4/8/24



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/27/2022 10:00:14 AM
\$32.00 JOANN
20220927000369830

Allen S. Bayl

