

20221026000402320
10/26/2022 10:33:14 AM
MORTAMEN 1/5

THIS INSTRUMENT PREPARED BY:

Timothy D. Davis, Esquire
Sirote & Permutt, P.C.
2311 Highland Avenue South (35205)
P.O. Box 55727
Birmingham, Alabama 35255-5727

This instrument is to be cross-indexed
with Mortgage and Assignment of Rents and Leases
recorded in Instrument #20220601000220360

STATE OF ALABAMA
COUNTY OF SHELBY

**FIRST AMENDMENT TO MORTGAGE AND
ASSIGNMENT OF RENTS AND LEASES**

THIS FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is made and entered into effective as of the 4th day of October, 2022, by **Li Liu and Putu Arsana** having an address at 1060 Highland Dr., Hoover Alabama 35244, as mortgagor (individually and collectively hereinafter called the "Mortgagor," whether one or more), and **SOUTHPOINT BANK**, an Alabama banking corporation, having an address at 3501 Grandview Parkway, Birmingham, Alabama 35243, as mortgagee (hereinafter the said mortgagor and any subsequent holder of the Mortgage are referred to as the "Lender" or "Mortgagee" whether one or more).

WITNESSETH:

WHEREAS, Mortgagor executed that certain Mortgage and Assignment of Rents and Leases in favor of Lender dated as of May 26th, 2022, and filed for record on June 1, 2022, in Inst. #20220601000220360 in the Probate Office of Shelby County, Alabama (the "Mortgage") (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Mortgage); and

WHEREAS, the Mortgage was granted in order to secure, among other obligations, the payment by Nori Inc., an Alabama corporation, dba Nori Thai & Sushi (hereinafter referred to as the "Borrower") to Lender of that certain loan in the principal amount of \$870,200.00 (the "Loan") evidenced by that certain Note dated May 26, 2022, in the original principal amount of \$870,200.00 from Borrower to Lender (the "Original Note"), as well as the obligations of each Mortgagor arising under that certain separate Unconditional Guarantee executed by the Mortgagor, Putu Arsana, in favor of Lender and the separate Unconditional Limited Guarantee executed by the Mortgagor, Li Liu (each singularly a "Guarantee" and collectively the "Guarantees"), pursuant to which each Mortgagor guaranteed payment of the Loan and the Note on the terms stated in their respective Guarantees; and

WHEREAS, Borrower has requested that Lender loan to Mortgagor additional funds in the amount of \$271,000.00 (the "Additional Loan Amount") and, concurrently herewith, Borrower and Lender are amending certain of the Loan Documents, including, without limitation, that certain Loan Agreement and Certification dated as of May 26, 2022 by and among, among others, the Lender and the Borrower (as so amended, and together with any and all additional amendments thereto at any time made, the "Loan Agreement"), by the execution and delivery of that certain First Amendment to Loan Documents dated of even date herewith, and the Borrower is amended and restating the Original Note by the delivery to the Lender of an Amended and Restated Note in the principal amount of \$1,141,200.00 dated of even date herewith, in order to provide for and evidence the lending of the Additional Loan Amount, such Additional Loan Amount to be included as a part of the Loan secured by, among other things, the Mortgage, so that the principal amount of the Loan shall be increased from \$870,200.00 to \$1,141,200.00; and

WHEREAS, the Mortgagor and Lender desire to amend the Mortgage in order to increase the maximum indebtedness secured by the Mortgage to the amount of \$1,141,200.00.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Lender agree that the Mortgage is hereby amended as follows:

1. The term "Loan" as used in the Mortgage shall be deemed to mean the loan from the Lender to the Mortgagor in the maximum principal amount of \$1,141,200.00, and, in furtherance of the foregoing, the words "One Million One Hundred Forty-One Thousand Two Hundred and No/100 Dollars" and the number "\$870,200.00" are deleted in all places where such words or numbers are used in the Mortgage, and, in their respective places, the words "Eight Hundred Seventy Thousand Two Hundred and No/100 Dollars" and the number "\$1,141,200.00" are hereby substituted in lieu thereof.

2. The term "Note" as used in the Mortgage shall be deemed to mean the Original Note, as amended and restated by that certain Amended and Restated Note dated May 26, 2022, in the principal amount of \$1,141,200.00 from Borrower to Lender, together with any and all additional extensions, revisions, modifications or amendments thereto at any time made, and together with any and all promissory notes at any time given in extension or renewal of, or in substitution or replacement for, such promissory note.

3. The term "Loan Documents" as used in the Mortgage shall be deemed to mean the Note, each Guarantee, the Loan Agreement and any and all other documents evidencing, securing or executed in connection with the Loan, each as the same may be amended from time to time.

4. Except as hereinabove expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

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Signature pages follow-

IN WITNESS WHEREOF, Mortgagor and Lender have caused this instrument to be executed and effective as of the day and year first above written.

MORTGAGOR:

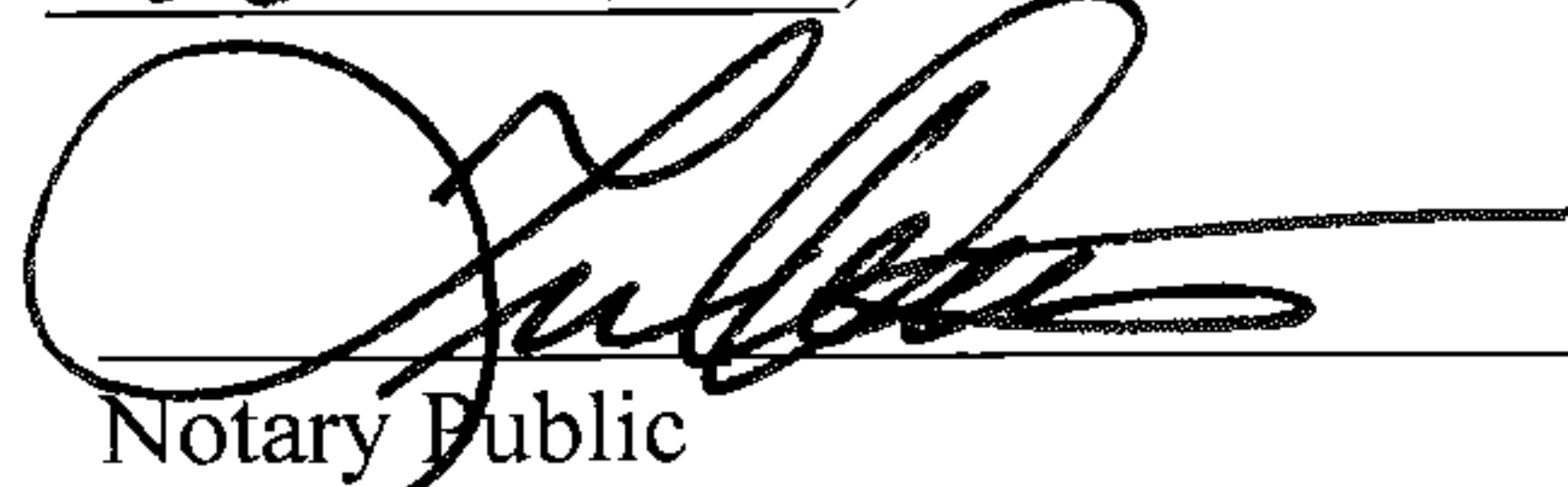

Putu M. Arsana

Date of Execution: 10-4-2022

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Putu M. Arsana, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 4th day of October, 2022.


Notary Public

My Commission Expires **MY COMMISSION EXPIRES 02/14/2023**

NOTARIAL SEAL

-Signatures Continued on Next Pages-

MORTGAGOR:



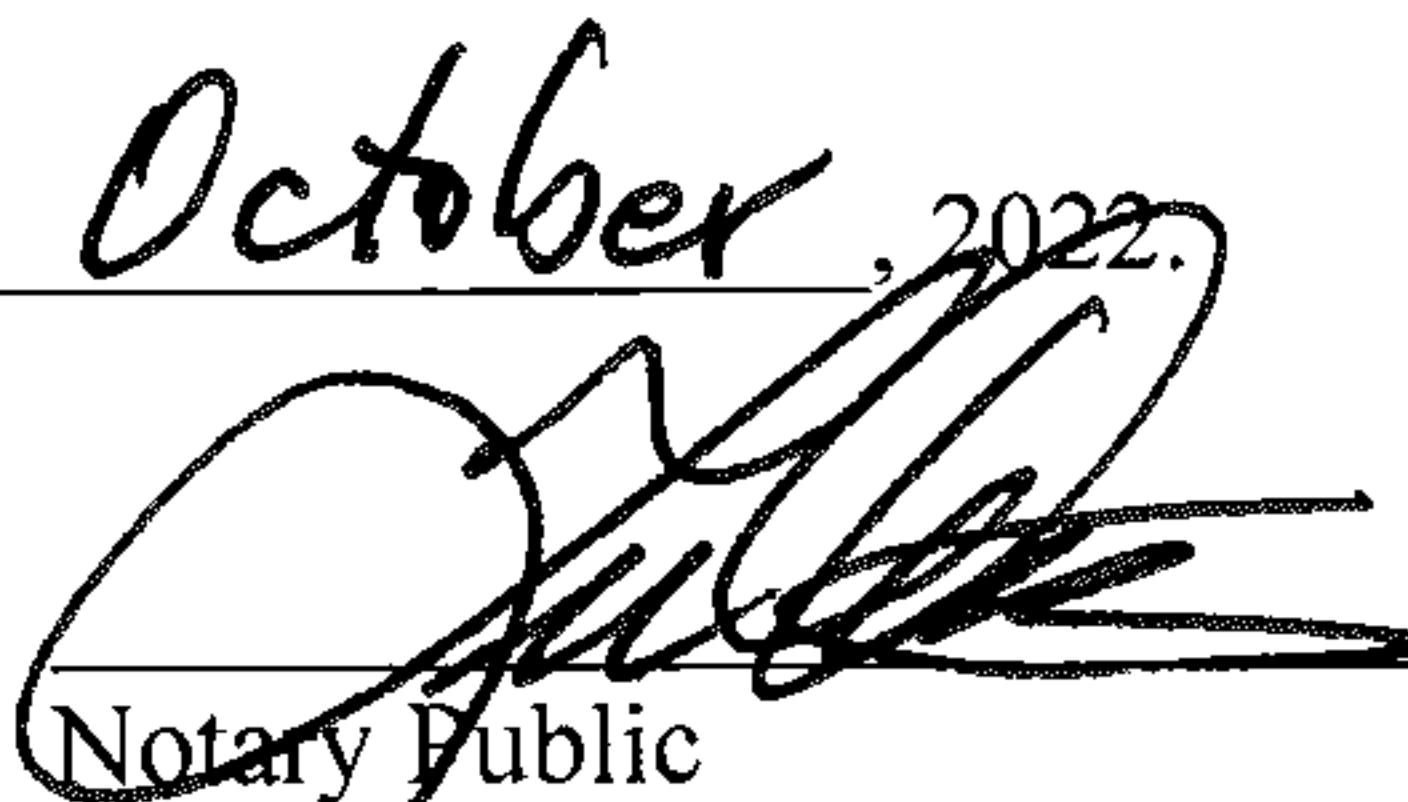
Li Lu Arsana

Date of Execution: 10/4/2022

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Li Lu Arsana, 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 4th day of October, 2022.

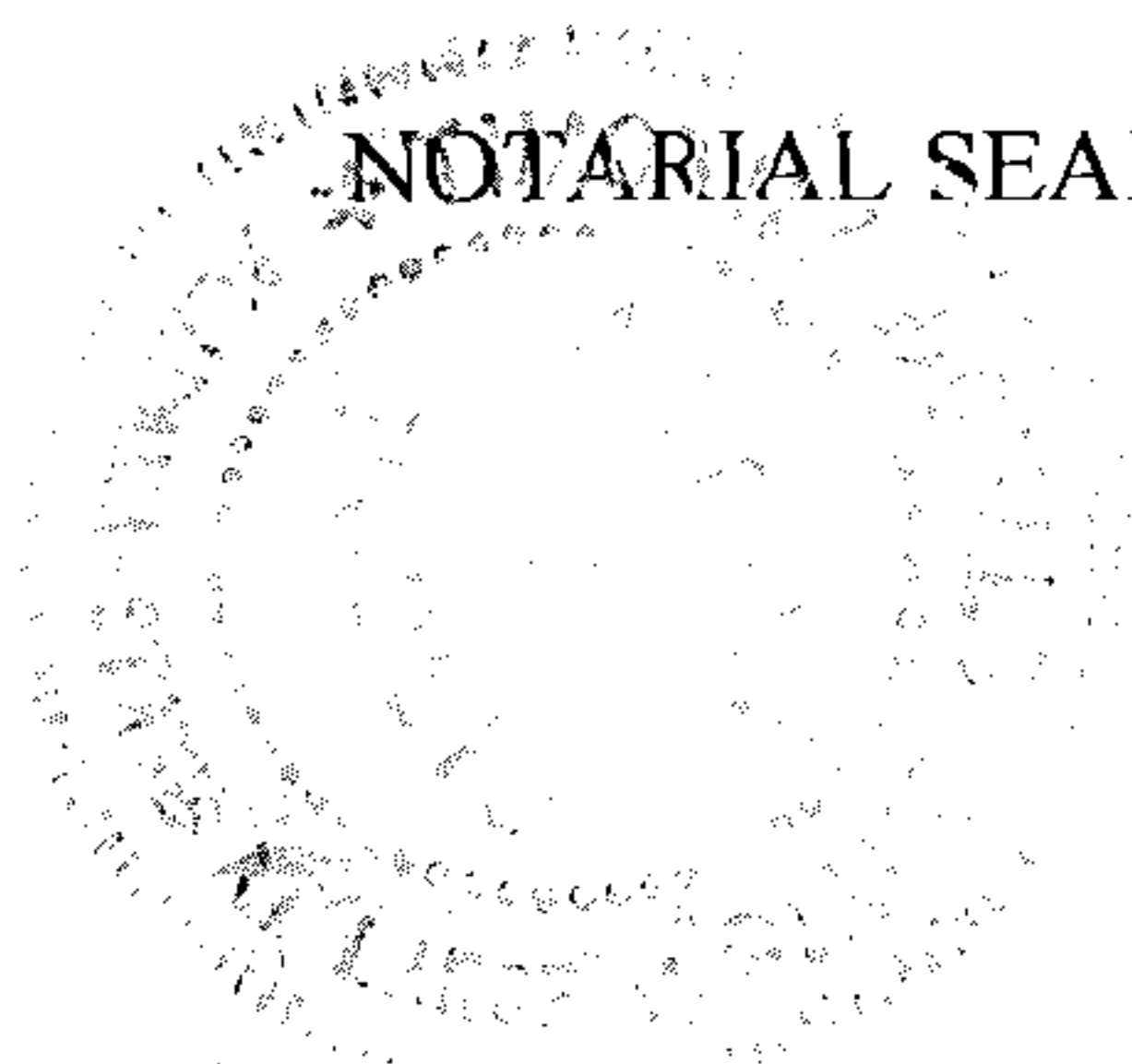


Notary Public

My Commission Expires

MY COMMISSION EXPIRES 02/14/2023

NOTARIAL SEAL



-Signatures Continued on Next Page-

LENDER:

SOUTHPOINT BANK

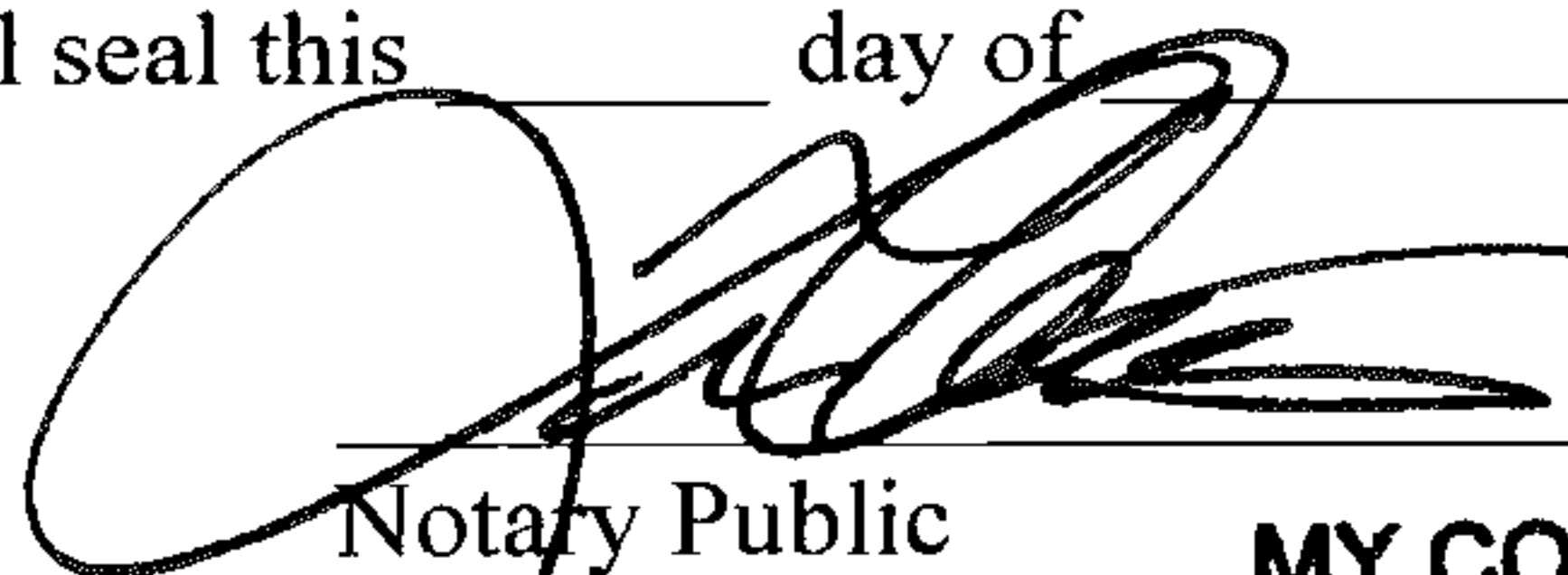
By: Steve Brogdon
Name: Steve Brogdon
Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Steve Brogdon, whose name as Vice President of SouthPoint Bank, an Alabama 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 officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand this 4th day of October, 2022.

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

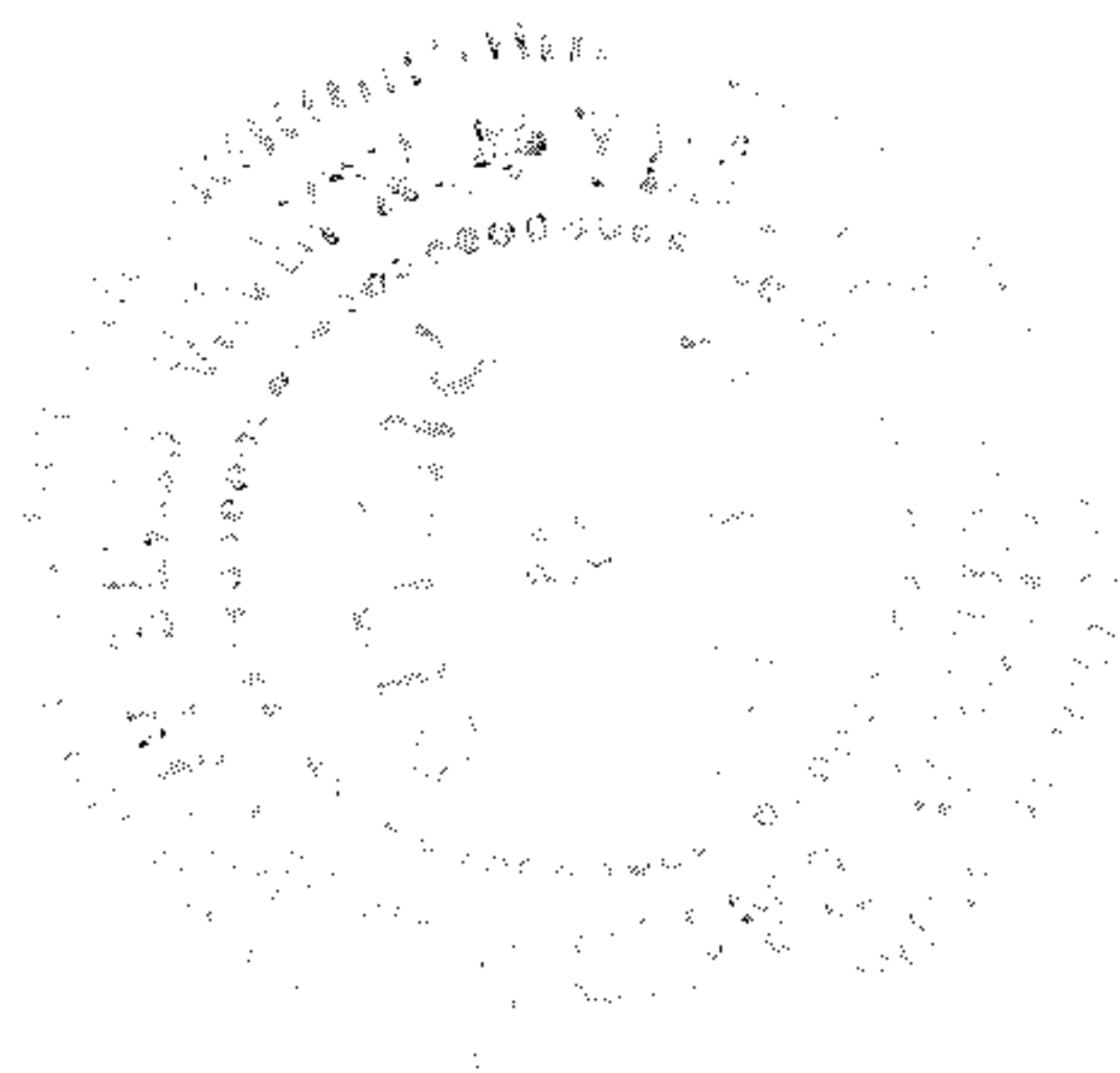


(SEAL)

Notary Public

MY COMMISSION EXPIRES 02/14/2023

My Commission Expires: _____



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/26/2022 10:33:14 AM
\$442.50 JOANN
20221026000402320

Allie S. Bayl