

*This document being recorded
to Amend Mortgage dated 8/11/17*

This Instrument Prepared By: Kayla Kendrick, 2778 West Jackson Street, P.O. BOX 4360, Tupelo, MS
38803-4360.

Send Tax Notice To: Cadence Bank Loan Ops, 2778 West Jackson Street, P.O. Box 4360, Tupelo MS
38803-4360.

FIRST AMENDMENT

TO THE MORTGAGE



20230106000005840 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
01/06/2023 02:04:58 PM FILED/CERT

Granting Party: CBR Holdings
LLC

App ID: A2022112294048

THIS FIRST AMENDMENT is made this 12th day of December, 2022, and shall be deemed to amend the mortgage recorded at 20170821000303900 and all other amendments, modifications, addenda, and riders thereto (jointly herein, the "Security Agreement"), executed by the undersigned (herein, the "Granting Party," whether there are one or more persons undersigned), and **Cadence Bank** (herein, the "Lender") related to loan no. ****066260 (herein, the "Subject Loan").

All capitalized terms used but not specifically defined by this First Amendment shall have the same meanings as assigned to them in the Security Agreement. Except as specified herein, all of the terms and conditions of the Security Agreement apply to this First Amendment. To the extent there is any conflict between any provision of this First Amendment and the Security Agreement, the terms of this First Amendment shall control. The Security Agreement, as amended by this First Amendment, shall remain in full force and effect, except as modified herein. This First Amendment is not intended to be, and shall not be construed to constitute, a novation of the Security Agreement.

The Granting Party and the Lender covenant and agree that if the Lender has not obtained sufficient flood insurance pursuant to the National Flood Insurance Act of 1968, and the Flood Disaster Protection Act of 1973, as amended, and the regulations issued thereunder (collectively, the "FDPA"), to cover the personal property, contents, or belongings (herein, the "Contents") located at, on, or within any real estate, buildings, or structures that secure the Subject Loan (herein, the "Securing Real Estate") and that become located in an area designated as a special flood hazard area by the Administrator of the Federal Emergency Management Agency ("SFHA") for which flood insurance is available, the following provision of this First Amendment shall become effective immediately upon such Securing Real Estate becoming located in a SFHA (the "SFHA Date").

Release of Personal Property. Notwithstanding any language to the contrary in the Security Agreement or any other document related to the Subject Loan (herein, collectively, the "Loan Documentation"), the Lender releases and disclaims in full as collateral or security for the Subject Loan the Contents that are secured by the Security Agreement, that are located at, on, or within the Securing Real Estate, and that are not covered by sufficient flood insurance pursuant to the FDPA. As of the SFHA Date, the Lender shall not retain any security interest for

the Subject Loan in the Contents pursuant to the Security Agreement or the Loan Documentation, unless it is covered by sufficient flood insurance pursuant to the FDPA.

The Granting Party and the Lender further covenant and agree that if any prior, current, or future loans or debts, other than the Subject Loan, between the Granting Party and the Lender (herein, the “Other Debts”), are cross-collateralized and secured through the Security Agreement, and such Other Debts are also secured by any means by a building, structure, or by real estate (herein, the “Cross-Collateralized Real Estate”) located in a SFHA (herein, the “SFHA Debts”), the following provision of this First Amendment shall become effective immediately upon such Cross-Collateralized Real Estate becoming located in a SFHA (the “Cross-Collateralization SFHA Date”).

Release of Cross-Collateralized Security Interest. Notwithstanding any language to the contrary in the Security Agreement or the Loan Documentation, the Lender releases and disclaims in full that portion of its security interest securing the Subject Loan that is comprised of collateral secured by a SFHA Debt document or a SFHA Debt contract or agreement between the Granting Party and the Lender. As of the Cross-Collateralization SFHA Date, the Lender shall not retain, via a cross-collateralization provision in any of the Loan Documentation or otherwise, a security interest for the Subject Loan in any SFHA Debt or the collateral securing any SFHA Debt. If the Security Agreement is a multiple indebtedness mortgage, the release and disclaimer described in this paragraph shall not include or extend to any Other Debt relating to or on the Securing Real Estate.

Beyond the changes to the scope of the Lender’s security interest for the Subject Loan rendered by the preceding paragraphs entitled “Release of Personal Property” and “Release of Cross-Collateralized Security Interest” (together, the “Release Provisions”) that become effective on the SFHA Date and/or the Cross-Collateralization SFHA Date, as appropriate, no other aspect of the Lender’s collateral or security interest for the Subject Loan, as defined by the Loan Documentation, is modified by this First Amendment. This First Amendment does not affect, to any extent, the scope of the collateral or security interest securing the Subject Loan, other than the changes set forth in the Release Provisions.

To the extent that the scope of the Lender’s security interest for the Subject Loan, as modified by this First Amendment, does not align with the scope of the security interest as defined by any other provision of the Loan Documentation, the Granting Party and the Lender agree that this First Amendment shall control for all purposes in any conflicts regarding the scope of the Lender’s security interest taken for the Subject Loan after the date this First Amendment is executed by the Granting Party and the Lender.

Except as modified herein, nothing shall otherwise impair, alter or diminish the effect, lien or encumbrance of the Security Agreement or other Loan Documentation, or any of the rights and remedies of the holder thereof.



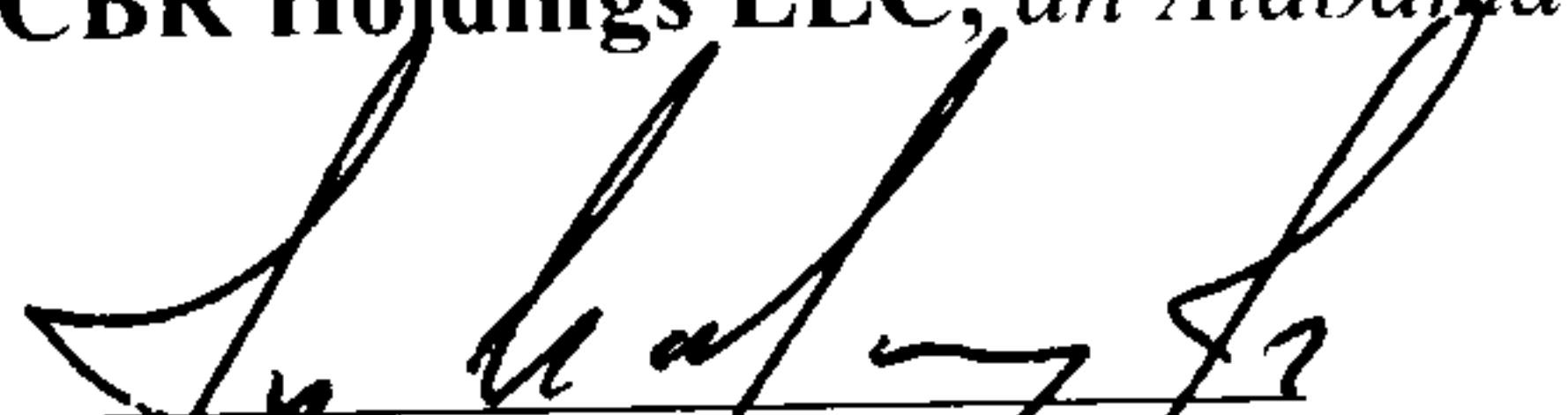
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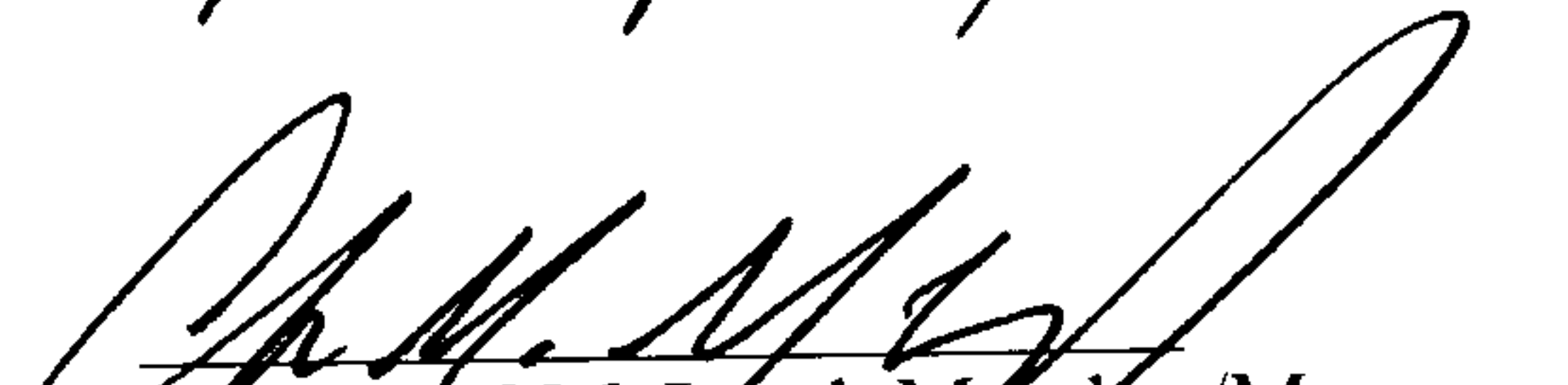
BY SIGNING BELOW, the Granting Party accepts and agrees to the terms and covenants contained in this First Amendment.

Executed as of December 12, 2022.

Granting Party:

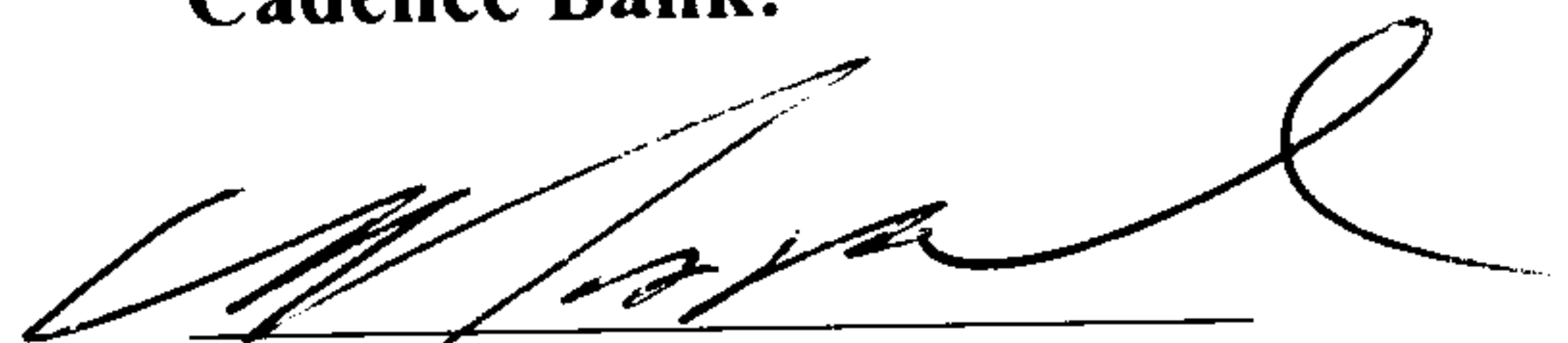
CBR Holdings LLC, *an Alabama limited liability company*



Joe A Young Jr, Member/Manager

Charles M McLeod, Member/Manager

Cadence Bank:



Mark Housel
Managing Director Private Bank

ACKNOWLEDGMENT:

State of Alabama
County of Shelby



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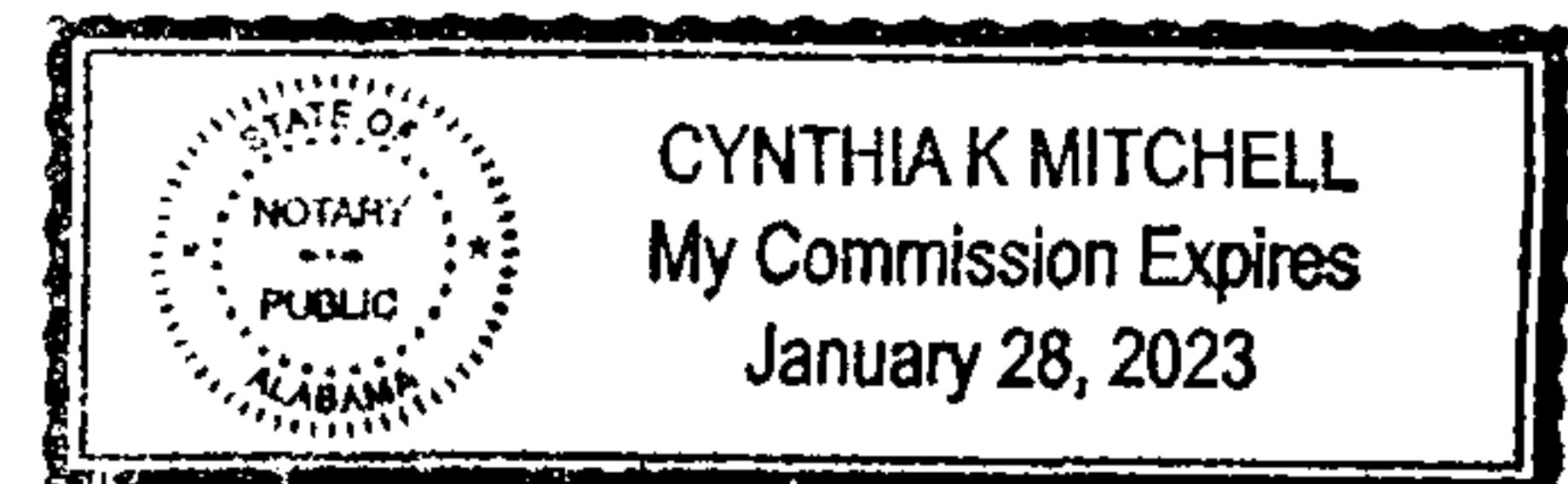
I, Cynthia K Mitchell, hereby certify that Joe A Young Jr, as Member/Manager for CBR Holdings LLC, a /an Alabama limited liability company on behalf of the limited liability company is are/signed to the foregoing instrument and who is/are known to me, acknowledge before me on this day that, being informed of the contents of the instrument, he/she/they, as such Member/Manager executed the same voluntarily on the same bears date.

Given under my hand this 12th day of December, 2022.

Cynthia K Mitchell
Notary Public

Cynthia K Mitchell
Notary Public Name

My commission expires: January 28, 2023



This notarial act was completed:

- ☒ In Person
☐ In Person Electronic
☐ Remote Online Notarization

ACKNOWLEDGMENT:

State of Alabama
County of Shelby

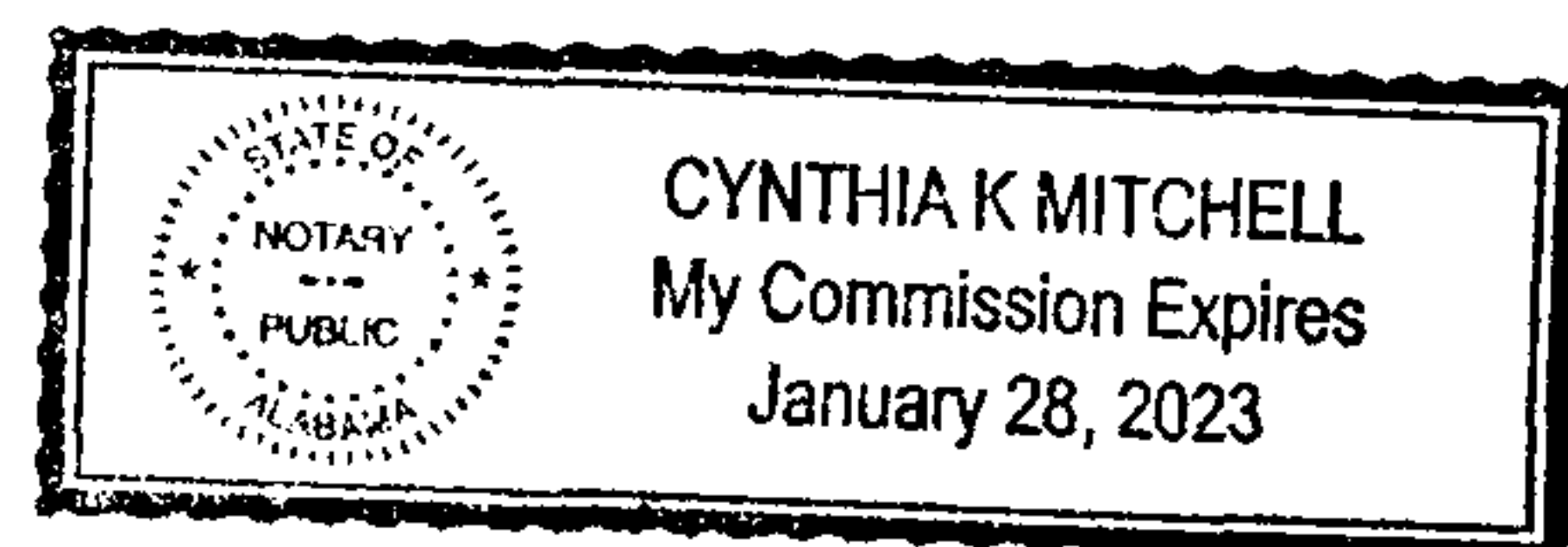
I, Cynthia K Mitchell, hereby certify that Charles M McLeod, as Member/Manager for CBR Holdings LLC, a /an Alabama limited liability company on behalf of the limited liability company is are/signed to the foregoing instrument and who is/are known to me, acknowledge before me on this day that, being informed of the contents of the instrument, he/she/they, as such Member/Manager executed the same voluntarily on the same bears date.

Given under my hand this 12th day of December, 2022.

Cynthia K Mitchell
Notary Public

Cynthia K Mitchell
Notary Public Name

My commission expires: January 28, 2023



This notarial act was completed:

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