

This instrument prepared by
and upon recording return to:

James L. Webb
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203
205-521-8808

STATE OF ALABAMA)

SHELBY COUNTY)

**FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES**
(Cross Ref: Instrument Number 20211012000497120)

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is made and entered into as of the 31st day of January, 2023, by and between **CANOPY PARK APARTMENTS & SHOPS, LLC**, a Delaware limited liability company (the "Mortgagor") and **FIRST HORIZON BANK**, a Tennessee banking corporation, successor in interest to IBERIABANK, a division of First Horizon Bank (the "Mortgagee").

Recitals

A. The Mortgagor previously obtained a loan from the Mortgagee in the principal sum of \$34,085,000, as evidenced by a Promissory Note dated October 8, 2021, made payable by the Mortgagor to the order of the Mortgagee (as amended from time to time, the "Original Note").

B. The Original Note is secured by, inter alia, that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated as of October 12, 2021, made by the Mortgagor in favor of the Mortgagee, and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 20211012000497120 (the "Mortgage").

C. The Mortgagor has this day executed a Promissory Note (Amended, Restated and Increased) of even date herewith, in the principal sum of \$34,835,000, to the order of the Mortgagee (the "Increased Note"), which Increased Note evidences the indebtedness of the Original Note plus additional indebtedness of \$750,000 (the "Additional Advance").

D. The Mortgagor and the Mortgagee have agreed that the terms of the Mortgage be renewed and amended as described herein, and that the Mortgage, as renewed and amended hereby, shall secure the Increased Note. The Mortgagor acknowledges that the execution of this Amendment confers a real and substantial benefit upon the Mortgagor and further acknowledges that it is supported by good and valuable consideration.

Agreement

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the recitals hereinabove set forth which are an integral part of this Agreement and not mere recitals thereto, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Recitals. The foregoing recitals are true and correct.
2. Notice of Additional Advance. This Amendment serves as notice that the Mortgagee has advanced or will advance to the Mortgagor the Additional Advance, as evidenced by the Increased Note. The total maximum principal indebtedness owed by the Mortgagor to the Mortgagee and secured by the Mortgage shall now be \$34,835,000. All persons shall take notice of the Additional Advance and the indebtedness now secured by the Mortgage.
3. Modification of Mortgage. The Mortgagor and the Mortgagee hereby modify and amend the Mortgage in order to provide that the Mortgage shall secure the entire indebtedness evidenced by the Increased Note, together with interest thereon, and any and all other sums due or which may become due from the Mortgagor to the Mortgagee thereunder. The term "Note" as used in the Mortgage is hereinafter deemed to refer to the Increased Note.
4. No Novation. It is the intent of the parties hereto that the transaction contemplated hereby shall not be a novation of the loan previously made by the Mortgagee to the Mortgagor and will not affect the lien priority of the Mortgage.
5. Ratification. The Mortgagor ratifies and confirms the lien and security interests of the Mortgage upon and in any and all property, real, personal or mixed, tangible or intangible, now or hereafter encumbered by the Mortgage and grants to the Mortgagee the benefit of a lien upon and security interest in all such property as security for the indebtedness evidenced by the Note.
6. Acknowledgment of the Mortgagor. The Mortgagor acknowledges by the execution hereof that as of the date hereof all principal and interest evidenced by the Increased Note through the date of this Amendment are unconditionally due and owing to the Mortgagee as provided in the Increased Note, and that the Mortgagor has no actions, defenses, demands and/or claims of set-off or deduction whatsoever, against (i) the Mortgagee, or (ii) the indebtedness evidenced by the Note and owed to the Mortgagee.
7. Binding Effect; Governing Law. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Amendment shall be governed under the laws of the State of Alabama.
8. Ratification. Except as expressly modified hereby, the terms and conditions of the Mortgage shall remain in full force and effect and are hereby ratified and confirmed.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have each caused this instrument to be executed by its respective duly authorized representative, as of the date first written above.

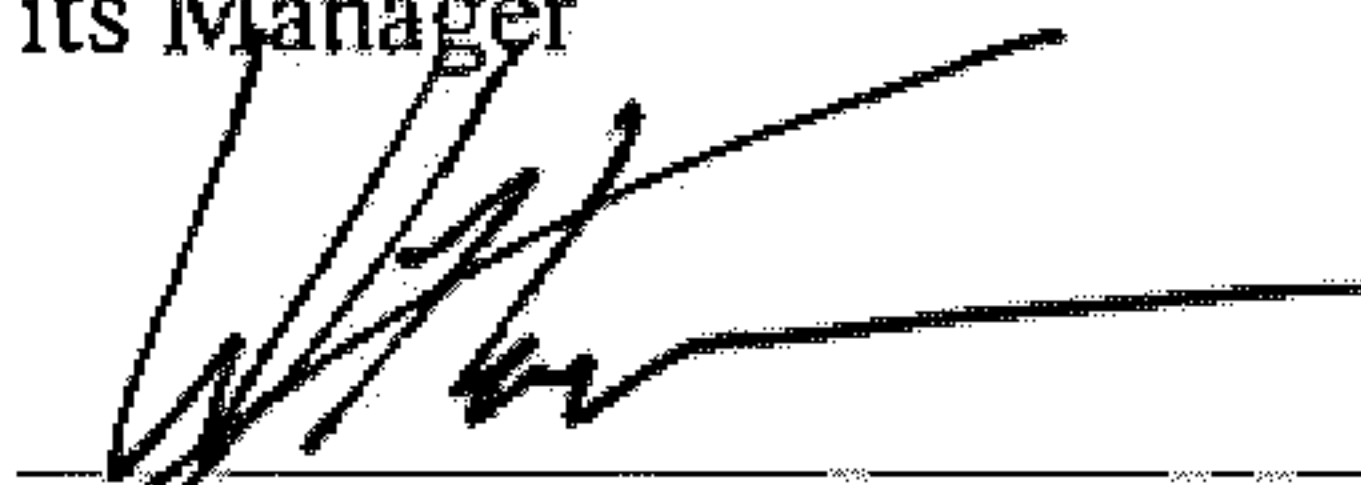
CANOPY PARK APARTMENTS & SHOPS, LLC,
a Delaware limited liability company

By: Canopy Park Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: Canopy Park Investors, LLC,
a Delaware limited liability company,
its Manager

By: HWF Canopy Development, LLC,
an Alabama limited liability company,
its Manager

By: 
Charles V. Welden, III,
its Manager

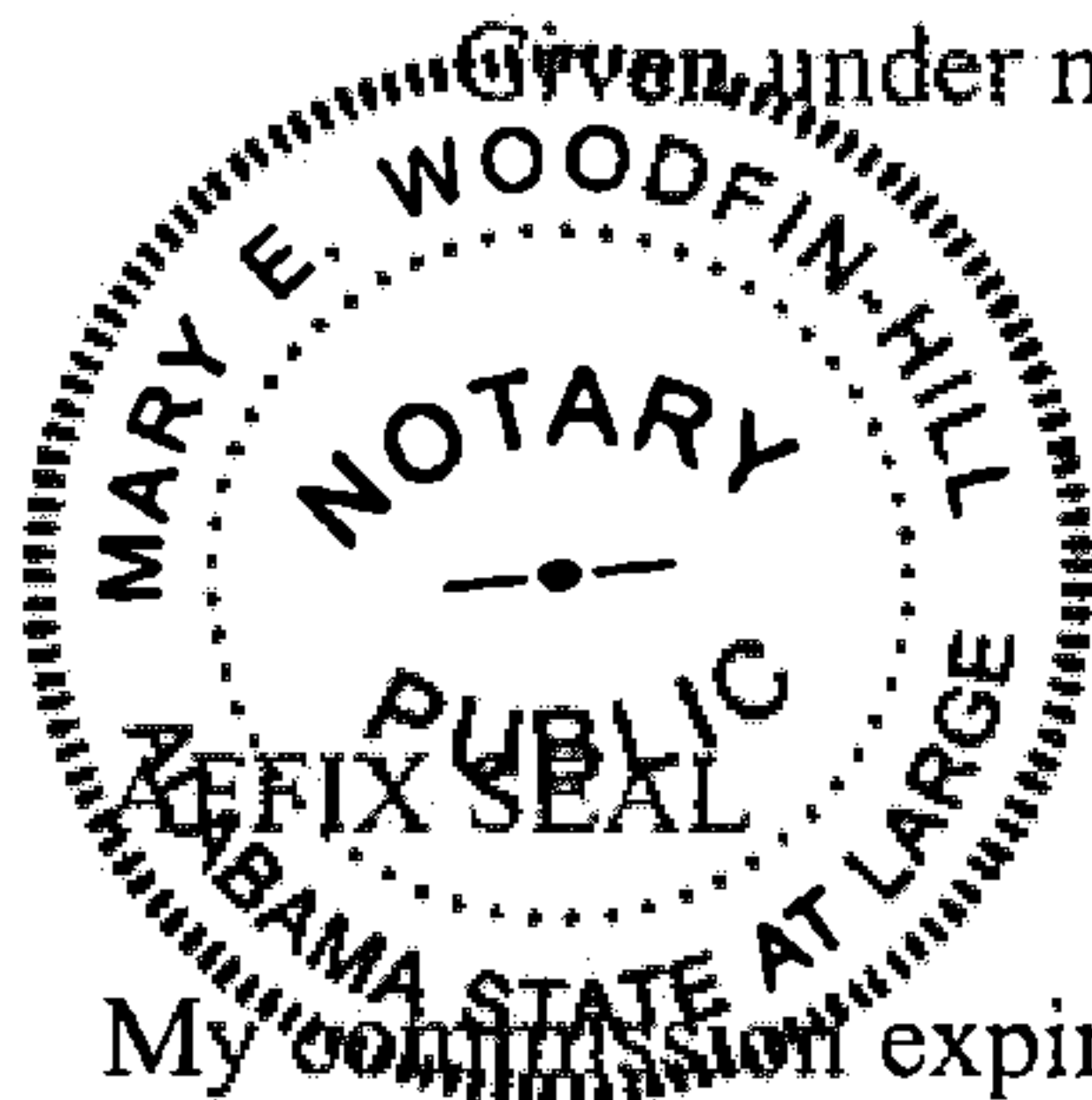
By: 
W. Jordy Henson,
its Manager

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles V. Welden, III, whose name as Manager of HWF Canopy Development, LLC, an Alabama limited liability company, Manager of Canopy Park Investors, LLC, a Delaware limited liability company, Manager of Canopy Park Holdings, LLC, a Delaware limited liability company, Sole Member of Canopy Park Apartments & Shops, LLC, a Delaware 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 said instrument, he, as such Manager 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 the 31st day of January, 2023.




Notary Public

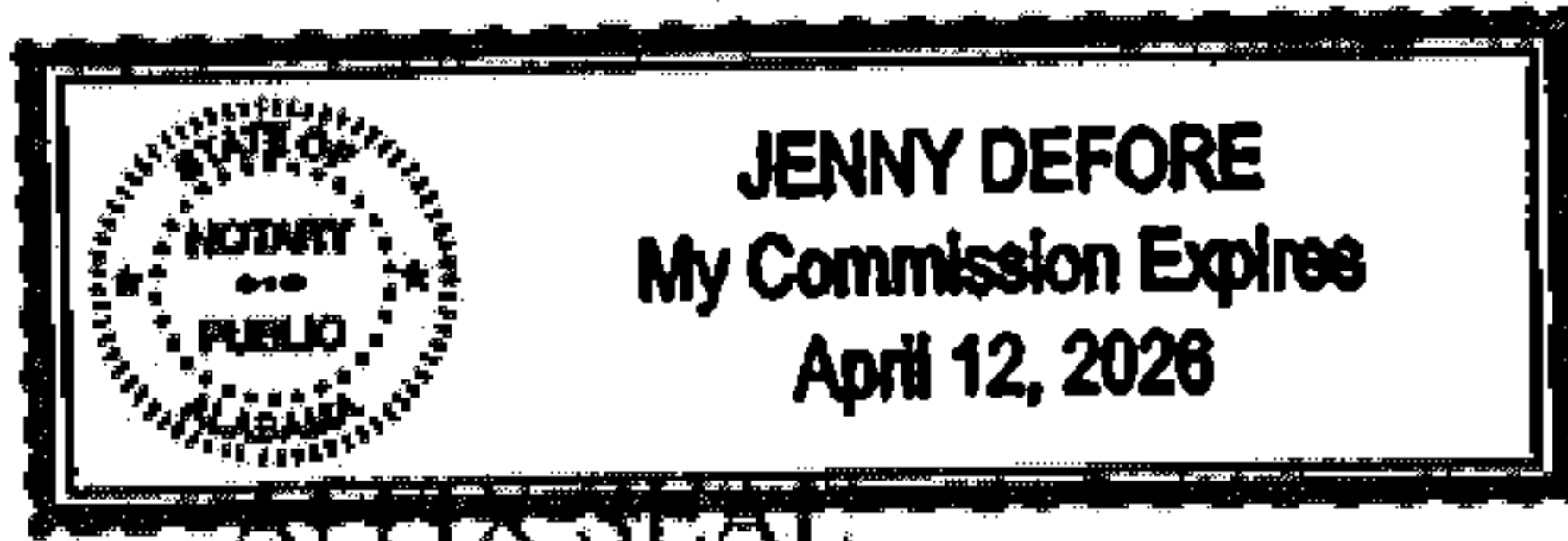
My commission expires: 12-2026

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Jordy Henson, whose name as Manager of HWF Canopy Development, LLC, an Alabama limited liability company, Manager of Canopy Park Investors, LLC, a Delaware limited liability company, Manager of Canopy Park Holdings, LLC, a Delaware limited liability company, Sole Member of Canopy Park Apartments & Shops, LLC, a Delaware 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 said instrument, he, as such Manager 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 the 9th day of January, 2023.




Jenny DeFore
Notary Public

My commission expires: 4/12/26

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

FIRST HORIZON BANK

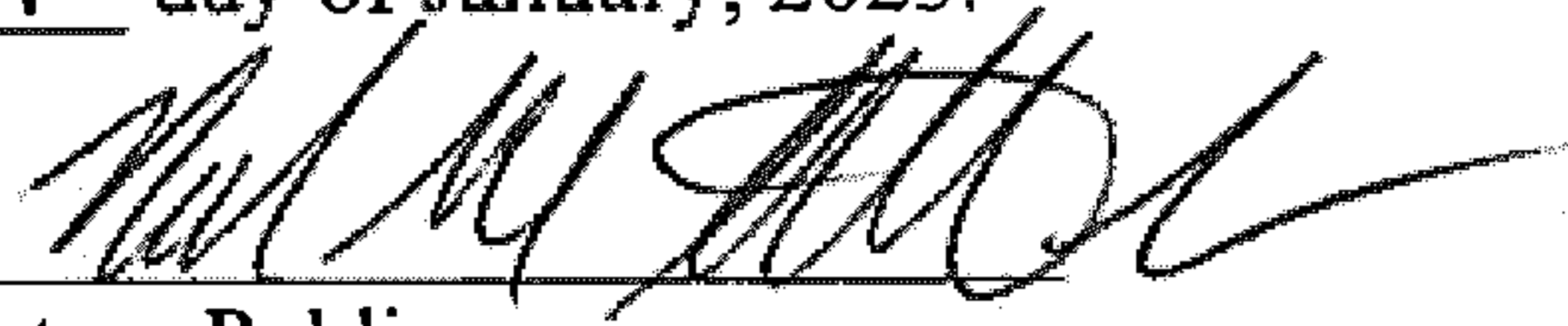
By: 
Name: Martin Brown
Title: Senior Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

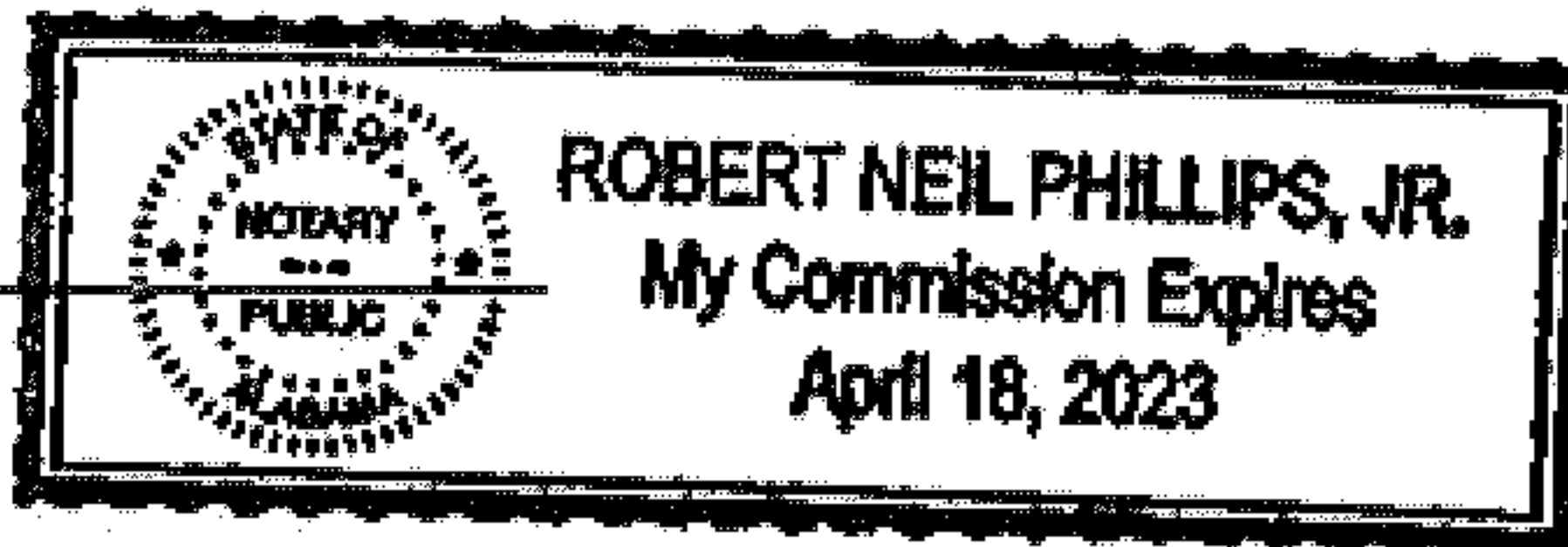
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Martin Brown, whose name as Senior Vice President of FIRST HORIZON BANK, a Tennessee banking corporation, successor in interest to IBERIABANK, a division of First Horizon Bank, is signed to the foregoing instrument 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 and official seal this the 9th day of January, 2023.


Notary Public

AFFIX SEAL

My commission expires: _____



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/31/2023 10:00:30 AM
\$1163.00 BRITTANI
20230131000025220

Alvin S. Bayl