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MORTAMEN 1/10

This Instrument prepared by
And upon recording return to:

Matthew D. Evans, Esq.
Evans PLLC
19 Inverness Center Pkwy, Suite 150
Birmingham, Alabama 35242

THIS AGREEMENT AMENDS A PREVIOUSLY RECORDED MORTGAGE AND SECURITY AGREEMENT DATED AS FEBRUARY 3, 2016, AND RECORDED WITH THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, IN INSTRUMENT #20160210000042200 (THE "ORIGINAL MORTGAGE").

RECORDING TAXES HAVE BEEN PREVIOUSLY PAID ON INDEBTEDNESS OF \$5,000,000.00 IN CONNECTION WITH THE ORIGINAL MORTGAGE AND THE MAXIMUM PRINCIPAL AMOUNT SECURED THEREBY IS NOT BEING INCREASED BY THIS AGREEMENT. THEREFORE, NO MORTGAGE RECORDING TAX IS DUE IN CONNECTION HEREWITH.

THE ORIGINAL MORTGAGE AS AMENDED BY THIS AGREEMENT (THE "MORTGAGE") IS INTENDED TO BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO ALABAMA CODE SECTION 7-9A-502(C). PORTIONS OF THE GOODS AND PERSONAL PROPERTY COMPRISING A PART OF THE MORTGAGED PROPERTY ARE OR ARE TO BECOME FIXTURES RELATED TO THE LAND DESCRIBED IN EXHIBIT A ATTACHED HERETO. THE ADDRESSES OF BORROWER (DEBTOR) AND BANK (SECURED PARTY) ARE SPECIFIED IN THIS MORTGAGE.

**FIRST AMENDMENT AND MODIFICATION TO MORTGAGE AND
SECURITY AGREEMENT**

THIS FIRST AMENDMENT AND MODIFICATION TO MORTGAGE, AND SECURITY AGREEMENT (this "Agreement") is made as of February 10, 2023, and is executed by **S.N.O., INC.**, an Alabama corporation, whose address is 2858 Highway 31, Pelham, AL 35124 (the "Borrower"), in favor of **RENASANT BANK**, a Mississippi banking corporation, whose address is c/o Renasant Bank, 16863 US-280 West, Chelsea, AL 35043, Attention: Mr. Bill Keller (the "Bank"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in that certain Credit Agreement dated as of February 3, 2016, between Borrower and Bank (as amended, supplemented or otherwise modified from time

to time, and as so amended by that certain First Amendment to Credit Agreement dated as of even date herewith, the "Credit Agreement"). The legal description of the Mortgaged Property is attached hereto as Exhibit A.

W I T N E S S E T H:

WHEREAS, Borrower has made and delivered to Bank a certain Mortgage and Security Agreement, as the same may be extended, renewed, amended or modified dated as of February 3, 2016, and respectively recorded on February 10, 2016, in Instrument # 20160210000042200 in the Office of the Judge of Probate of Shelby County, Alabama (as so extended, renewed, modified or amended by this Agreement the "Mortgage").

WHEREAS, in order to secure and to continue to secure the Obligations, including, but not limited to, the obligations to (i) pay the principal of and interest on the Notes in accordance with the respective terms thereof, including any and all extensions, modifications, and renewals thereof and substitutions therefor, (ii) pay, repay or reimburse Bank for all amounts owing under any of the Loan Documents, including all Indemnified Losses and Default Costs; (iii) to pay, repay or reimburse Bank Parties for all Bank Swap Obligations, and all other obligations pursuant to any of the Swap Documents or other Loan Documents; and (iv) pay, repay or reimburse Bank Parties all Indemnified Losses and Default Costs; provided, however, the Obligations secured by the Mortgage shall at no time exceed **FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00)**;

WHEREAS, the Borrower has requested, and Bank has agreed to amend the Mortgage as provided for in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants contained herein, Borrower and Bank do hereby agree as follows:

ARTICLE I: AFFIRMATION OF RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.

ARTICLE II. AMENDMENTS TO THE MORTGAGE. The Mortgage is hereby amended as follows:

2.02. New Sections. The following sections are hereby inserted into Article I of the Mortgage to read in full as follows:

1.06 Fixture Filing. This Mortgage constitutes a "fixture filing" for the purposes of Alabama law. All or part of the Mortgaged Property is or are to become fixtures; information concerning the security interest herein granted may be obtained from the parties hereto at the addresses set forth on the first page hereof. For purposes of the security interest herein granted, the address of Debtor (Borrower) and

the address of the Secured Party (Bank) is set forth in the first paragraph of this Mortgage.

1.07 Maximum Principal Indebtedness. SUBJECT TO THE PROVISIONS OF THIS SECTION, THE OBLIGATIONS SECURED BY THIS MORTGAGE SHALL IN NO EVENT EXCEED **FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00)**. Notwithstanding the foregoing or anything to the contrary contained herein, the following provisions shall apply:

(a) Maximum Principal Amount. Notwithstanding anything contained herein to the contrary, the maximum principal amount of Obligations which is or under any contingency may be secured by this Mortgage is **FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00)** (the “Maximum Principal Amount”), which in addition to the indebtedness under the Notes, secures and includes all (i) Impositions, taxes, charges or assessments which may be imposed by law upon the Mortgaged Property, (ii) premiums on insurance policies covering the Mortgaged Property, and (iii) Default Costs, Indemnified Losses and all other expenses incurred in upholding the lien of this Mortgage, including, but not limited to, (aa) the expenses of any litigation to prosecute or defend the rights and lien created by this Mortgage, (bb) any amount, cost or charge to which the Bank becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority, and (cc) interest at the Default Rate (or regular interest rate) and penalties provided for herein.

(b) Reduction of Maximum Principal Amount. The Maximum Principal Amount shall be reduced only by the last and final sums that a Borrower Party repays with respect to the Obligations secured hereby and shall not be reduced by any intervening repayments of such Obligations by any Borrower Party otherwise. Borrower and Bank understand and agree that the Maximum Principal Amount may, from time to time, be a sum which is significantly less than the total Obligations secured by this Mortgage outstanding.

1.08 Restrictions on Flood Zone Property.

(a) Additional Defined Terms. As used in this section the words and/or phrases “*Administrator of FEMA*”, “*Building*”, “*FEMA*”, “*Mobile Home*”, and “*Special Flood Hazard Area*” shall have the same meaning as such words and/or phrases have in 12 CFR § 339.1, et. seq., and “Act” shall mean National Flood Insurance Act of 1968, as amended (42 U.S.C. 4001-4129) and its implementing regulations.

(b) General. Notwithstanding anything contained in the Mortgage or the Credit Agreement, to the contrary, if the Land is now or hereafter improved by a building, home or other structure, and such Land, in whole or in part, is located in an area designated by the Administrator of FEMA as a Special Flood Hazard Area, then, notwithstanding any provision in the Mortgage or any Security Document, as the case may be, to the contrary, Bank disclaims any lien on Personal Property which may be

granted herein unless such Personal Property is (i) affixed to an Improvement, building or mobile home (as such terms are defined in 12 CFR § 339.1, et seq.) and integrated therewith in such a manner that flood insurance that is provided on such building or mobile home will also cover loss of or damage to such Personal Property, (ii) specified items of Personal Property that are expressly insured by the provisions of the flood insurance that has been provided on such building or mobile home, or (iii) not located in such building or mobile home when in use or at rest. This section pertaining to Flood Zone Property is intended for the benefit of the Borrower and Bank and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person or entity. The disclaimer of Bank herein shall not impair or limit any lien or security interest granted to Bank by a separate agreement.

(c) Personal Property: Notwithstanding any provision in this Mortgage to the contrary, the Credit Agreement or any other Loan Document, the Mortgage shall not secure Personal Property unless such Personal Property is either (i) affixed to a Building or Mobile Home and integrated therewith in a such manner that flood insurance that is provided on the Building or Mobile Home will also cover loss of or damage to such Personal Property, or (ii) specified items of Personal Property that are expressly insured by the provisions of the flood insurance that has been provided on the Building or Mobile Home. Further, notwithstanding any provision in this Agreement to the contrary, this Agreement shall not secure “accessions, attachments, accessories, replacements of and additions” to any tangible personal property that is part of the Collateral unless such “accessions, attachments, accessories, replacements of and additions” are either (i) affixed to such tangible personal property and integrated therewith in such a manner that flood insurance on such tangible personal property will also cover loss of or damage to such “accessions, attachments, accessories, replacements of and additions”, or (ii) such “accessions, attachments, accessories, replacements of and additions” are specified items of tangible personal property that are expressly insured by the provisions of the flood insurance that has been provided for the Collateral. Also, this Agreement shall not secure “products and produce” of any tangible personal property that is part of the Collateral unless Borrower or Bank on behalf of Borrower provides insurance for such “products and produce” in accordance with the Act.

(d) Waiver of Cross-Collateralization as to Flood Zone Property. Notwithstanding anything contained in the Mortgage or the Credit Agreement to the contrary, the Bank hereby waives and disclaims its Lien under the Mortgage to the extent it can be read to extend to sums other than the Obligations with respect to any Flood Zone Property.

(e) Retention of Rights. Except as expressly stated in this Section, nothing in this section shall constitute a satisfaction of the Note, the Mortgage or other Obligations secured by the Mortgage or any other Security Document, it is the intention of Bank to retain as liable all Borrower Parties and all Obligations under the Note, the Mortgage, the Credit Agreement, or any instrument or agreement evidencing the Obligations, unless a party is expressly released by Bank in writing.

No such maker, endorser, guarantor or other party is released by the application of this section. Further, nothing in this section is intended to limit any lien or security interest granted to Bank as security for the Obligations or upon the Land, the Personal Property or any other real or personal property if such lien or security interest is granted by a separate agreement other than this Agreement. This section pertaining to Flood Zone Property is intended for the benefit of the Borrower Parties and Bank and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person or entity.

1.10 Assignment of Rents and Leases. To further secure the Obligations, Borrower hereby sells, assigns, transfers and sets over unto Bank, its successors and assigns, all of Borrower's Interest in and to all Assigned Leases including, without limitation, all the Rents under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (and any successor or replacement provision), all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Code in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief. Notwithstanding the foregoing, so long as there shall not exist any Event of Default, then Borrower shall have the right to continue to exercise all its rights and perform its obligations under the Assigned Leases, including the right to collect each payment of Rents at the time provided in the applicable Assigned Leases.

2.03 Payment and Performance of Loan Documents & Mortgage. The Mortgage and other Loan Documents are hereby ratified and affirmed and remain in full force and effect, other than the modifications reflected herein. The execution and delivery hereof shall not constitute a novation or modification of the lien, encumbrance or security of the Mortgage. Borrower will perform, observe and comply with all the provisions hereof, and the Mortgage and each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Note, together with interest thereon, and all other sums of money required to be paid by Borrower.

2.04 Assignment, Successors and/or Assigns. This Mortgage shall be binding upon Borrower and Bank and their respective successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of Borrower and Bank and their respective successors and assigns and any holder of the Obligations. This Agreement is assignable by Bank and any assignment of this Agreement by Bank shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Bank.

2.05 Taxes and Other Charges. In the event any taxing authority shall require any additional mortgage recording tax or filing fees or impose any interest or penalties thereon or incidental thereto, Borrower agrees to promptly pay the same. Borrower also agrees to pay any title insurance charges or premium in relation hereto.

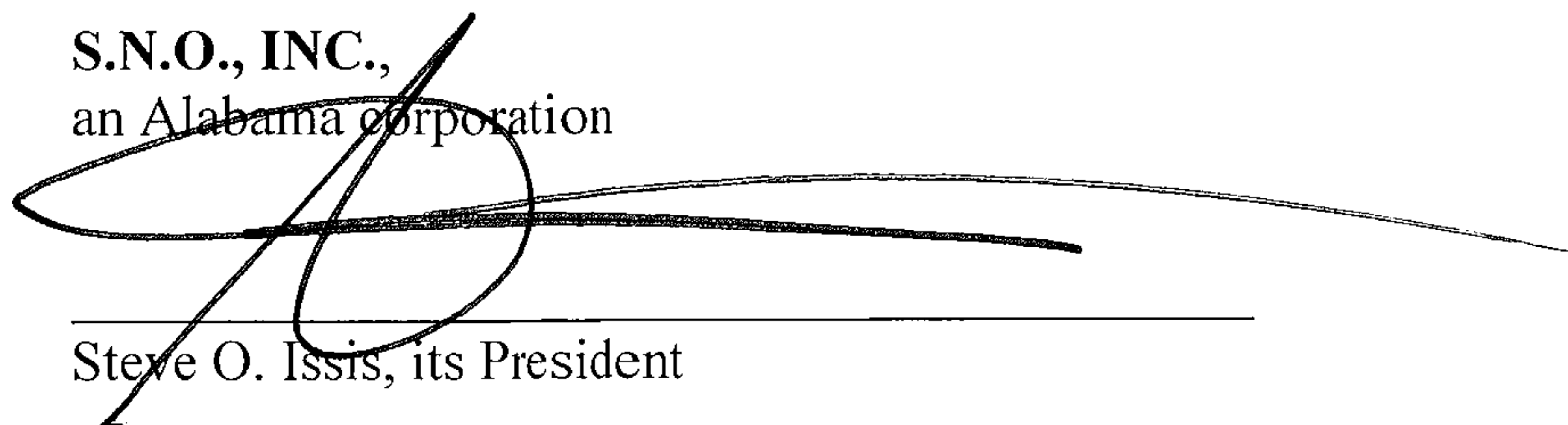
2.06 Notices. All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Credit Agreement.

2.07 Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Alabama

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the day and year first above written.

BORROWER:

S.N.O., INC.,
an Alabama corporation

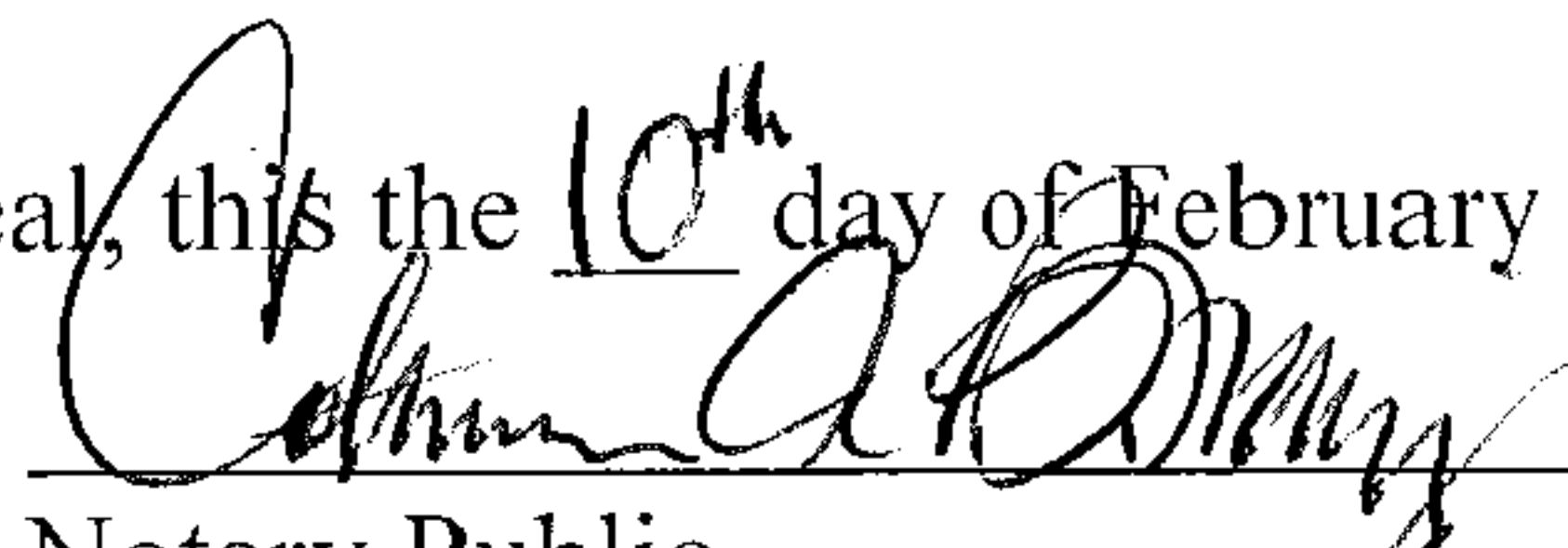


Steve O. Issis, its President

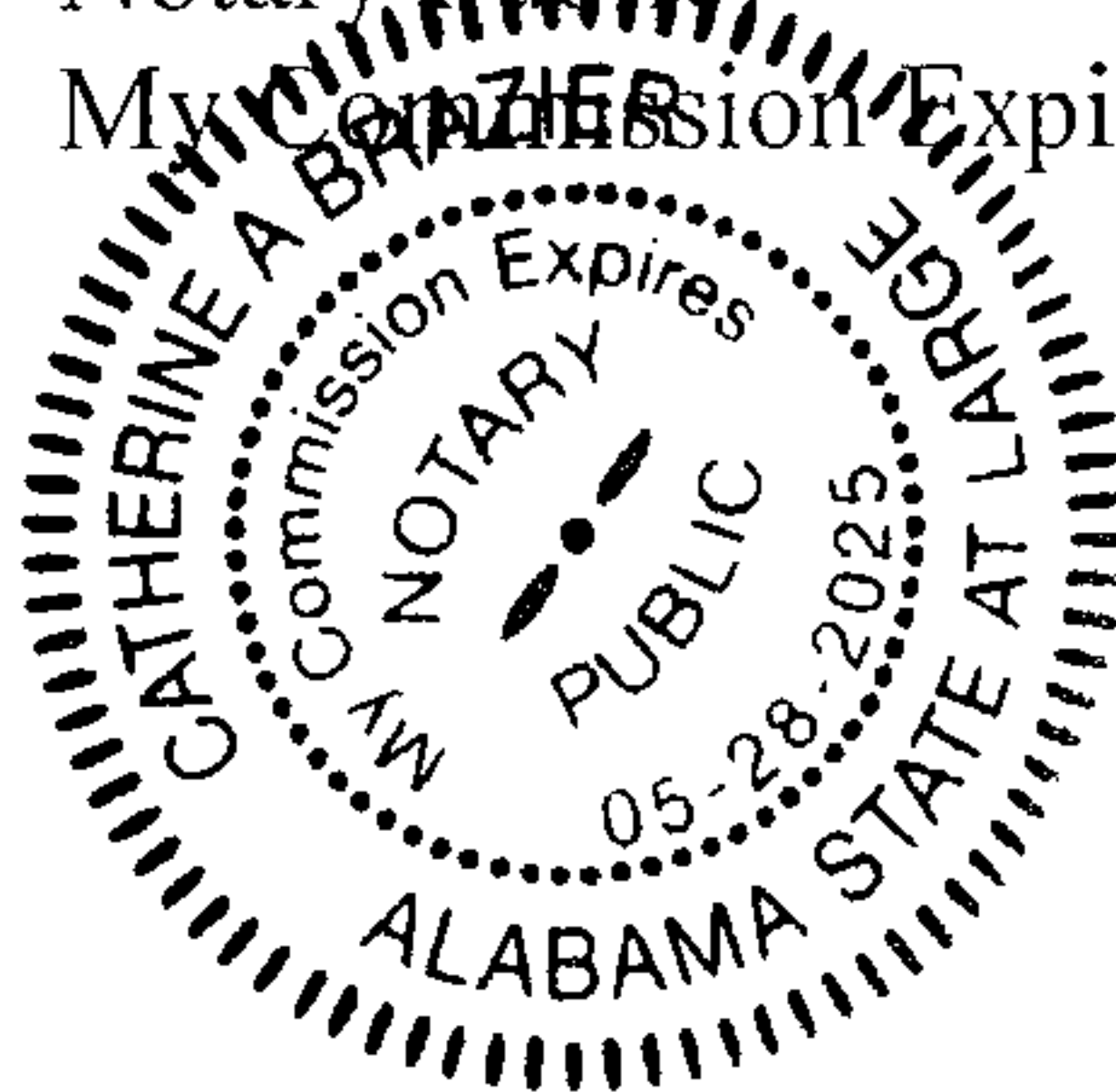
STATE OF ALABAMA §
COUNTY OF SHELBY §

I, the undersigned, a notary public in and for said County in said State, hereby certify that Steve O. Issis, whose name as President of **S.N.O., INC.**, 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 the 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 the 10th day of February 2023.



Notary Public
My Commission Expires: 5/28/2025



[SEAL]

EXHIBIT "A"
(DESCRIPTION OF LAND)

PARCEL I (PELHAM CORNERS)

A parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Tract 1:

COMMENCE at the Northwest corner of said Section 24; thence South 87°46'01" East, a distance of 765.13 feet (deed); thence South 09°23'41" East a distance of 373.96 feet (deed) to the POINT OF BEGINNING; thence South 80°59'20" West, a distance of 139.11 feet (deed); thence South 07°56'16" East, a distance of 219.02 feet (deed); thence North 82°37'01" East a distance of 144.75 feet (meas.) 144.16 feet (deed) to the Westerly right of way line of U. S. Highway No. 31 (variable right of way) said point lying on a curve left, having a radius of 2,955.91, a central angle of 04°19'32" and subtended by a chord which bears North 9°23'26" West, a chord distance of 223.10 feet; thence along the arc of said curve and said right of way line, a distance of 223.15 feet (meas.) 223.59 feet (deed) to the Point of Beginning; being situated in Shelby County, Alabama.

Tract 2:

COMMENCE at the Northwest corner of said Section 24; thence South 87°46'01" East, a distance of 765.13 feet (deed); thence South 09°23'41" East, a distance of 373.96 feet (deed); thence South 80°59'20" West, a distance of 139.11 feet (deed); thence South 07°56'16" East, a distance of 219.02 feet (deed) to the POINT OF BEGINNING; thence South 08°14'34" East, a distance of 135.14 feet (meas.) 134.68 feet (deed) to the Northerly right of way line of Shelby County Highway No. 52 (50 foot right of way); thence North 80°32'14" East along said right of way line a distance of 139.18 feet (meas.) 138.62 feet (deed) to its intersection with the Westerly right of way line of U. S. Highway No. 31, said point also being the beginning of a curve to the left, having a radius of 2,192.01 feet, a central angle of 02°12'10" and subtended by a chord which bears North 5°14'14" West, a chord distance of 84.27 feet; thence along the arc of said curve and said right of way line a distance of 84.27 feet (deed) to a point of a compound curve to the left having a radius of 2,955.91 feet, a central angle of 00°53'21" and subtended by a chord which bears North 6°47'00" West, a chord distance of 45.87 feet; thence along the arc of said curve and said right of way line a distance of 45.87 feet (deed); thence leaving said right of way line, South 82°37'01" West a distance of 144.75 feet (meas.) 144.16 feet (deed) to the Point of Beginning; being situated in Shelby County, Alabama.

PARCEL III (CHELSEA RETAIL SERVICE PROPERTY)

A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 26, Township 19 South, Range I West:

Commence at the SW corner of above said 1/4 1/4; thence South 89°23'09" East, a distance of 176.06 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 207.07 feet; thence North 01°43'47" East, a distance of 955.28 feet to the Southerly R.O.W. line of U. S. Highway 280, 300 foot R.O.W.; thence South 82°06'57" West and along said R.O.W. line, a distance of 216.61 feet; thence South 01°19'25" West and leaving said R.O.W. line, a distance of 923.16 feet to the POINT OF BEGINNING.

PARCEL IV (PELHAM PROMENADE)

A parcel of land located in the SE1/4 of the SE 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the SE corner of the SE 1/4 of the SE 1/4 of said Section 1; thence North 1°55'37" West along the East line of said 1/4 1/4 Section, a distance of 738.97 feet; thence North 73°49'55" West a distance of 77.33 feet meas. (17.13 feet Deed); thence South 51°05'31" West a distance of 187.72 feet meas. (187.73 feet Deed); thence North 64°31'13" West a distance of 280.24 feet meas. (280.00 feet Deed) to a point on the Easterly ROW line of U.S. Highway #31 (200' ROW); thence South 25°25'14" West, along said ROW line a distance of 540.77 feet meas. (540.72 feet Deed); thence South 25°43'57" West along said ROW line a distance of 306.66 feet meas. (306.00 feet Deed) to the intersection of the Easterly ROW line of said U.S. Highway #31 and the Southerly boundary line of said Section 1; thence North 89°52'22" East along said Section line a distance of 863.45 feet (863.56 feet Deed) to the Point of Beginning.

PARCEL V (WESTOVER RAW LAND)

Tract I:

A parcel of land situated in the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 1 East and run South 2°7'36" East along East line of said section a distance of 3027.39 feet to a point on the South rightofway line of U. S. Highway 280; thence South 82°50'0" West along said rightofway, a distance of 1314.74 feet to the Point of Beginning; thence continue along last described course and rightofway a distance of 849.99 feet; thence South 82°47'27" West along said rightofway, a distance of 97.07 feet to a point on the East rightofway line of Shelby County Highway 51; thence South 36°48'17" West along said rightofway, a distance of 130.63 feet; thence continuing along said rightofway South 35°58'10" West, a distance of 118.88 feet; thence South 35°56'46" West along said rightofway, a distance of 317.80 feet; thence leaving said rightofway South 3°42'32" East, a distance of 283.22 feet to a point on the North rightofway line of CSX Railroad; thence North 82°42'25" East along said rightofway, a distance of 39.20 feet; thence continuing along said rightofway North 7°17'35" West, a distance of 50.00 feet; thence North 82°42'24" East, along said rightofway, a distance of 1007.84 feet; thence North 82°59'34" East, along said rightofway a distance of 258.14 feet; thence leaving said right of way North 2°58'12" West a distance of 645.68 feet to the Point of Beginning. According to survey of Robert C. Farmer, RLS# 14270, dated 11/02/2006.

Tract II:

A parcel of land situated in the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

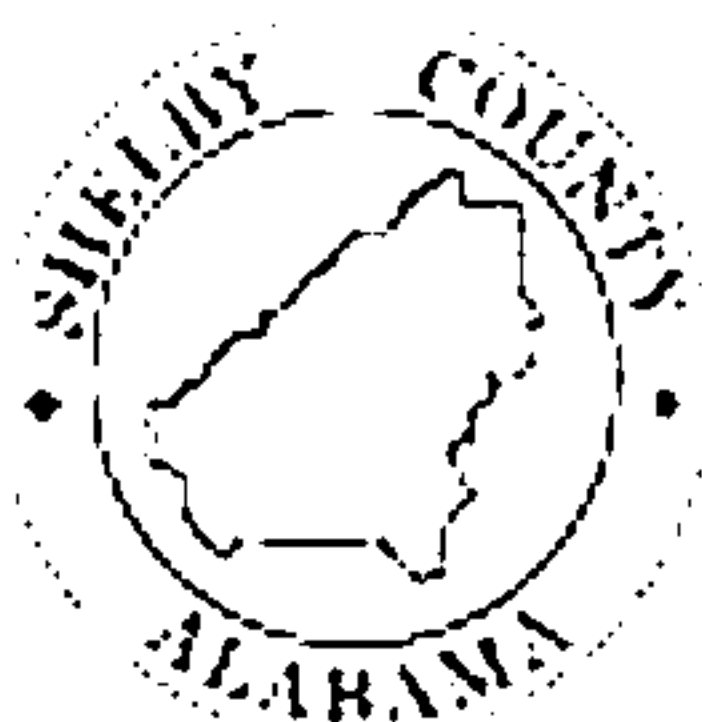
Commence at the Northeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 1 East and run South 27°36' East along East line of said section a distance of 3027.39 feet to a point on the South rightofway of U. S. Highway 280; thence South 82°50'0" West along said right of way, a distance of 1314.74 feet; thence continue along last described course along said right of way a distance of 849.99 feet; thence South 82°47'27" West along said rightofway, a distance of 97.07 feet to a point on the East rightofway line of Shelby County Highway 51; thence South 36°8'55" West along said rightofway, a distance of 567.30 feet to the Point of Beginning, said point also being the point of a curve to the left having a radius of 866.48 feet and a central angle of 21°51'57"; thence continuing along the East rightofway line of Shelby County Highway 51 in a Southwesterly direction along the arc of said

curve a distance of 330.68 feet to a point on the North rightofway line of CSX Railroad; thence North 82°42'30" East along said rightofway, a distance of 150.00 feet; thence leaving said rightofway North 3°42'32" West, a distance of 283.22 feet to the Point of Beginning. According to survey of Robert C. Farmer, RLS #14270, dated 11/02/2006.

Tract III:

A parcel of land situated in the Northwest ¼ of the Southeast ¼ of Section 29, Township 19 South, Range I East, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 1 East and run South 27°36' East along East line of said section a distance of 3027.39 feet to a point on the South rightofway of U. S. Highway 280; thence South 82°50'0" West along said rightofway, a distance of 1314.74 feet; thence continue along last described course along said rightofway a distance of 849.99 feet; thence South 82°47'27" West along said rightofway, a distance of 97.07 feet; thence continue along last described course and said rightofway a distance of 362.33 feet; North 3°33'4" West, a distance of 299.55 feet to a point on the North rightofway line of U. S. Highway 280; said point also being the POINT OF BEGINNING; thence North 3°30'38" West, a distance of 280.46 feet; thence South 54°36'48" East, a distance of 414.72 feet to a point on the North right of way line of U.S. Highway 280; thence South 82°56'8" West along said right of way a distance of 323.39 feet to the Point of Beginning. According to survey of Robert C. Farmer, RLS #14720, dated 11/02/2006.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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