



20230626000189530 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
06/26/2023 02:25:12 PM FILED/CERT

NOTE TO RECORDER: This instrument is an amendment to that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated November 30, 2021, originally filed for record on December 1, 2021, Instrument Number 20211201000571520 in the Probate Office of Shelby County, Alabama, executed by Mortgagor in favor of Mortgagee, for a term loan in the principal amount of \$12,000,000.00, and in accordance with that certain Tax Abatement Agreement dated as of September 9, 2021, by and among The Industrial Development Board of the City of Calera, Sunbelt Paper & Packaging, Inc., and GR Calera Partners, LLC, the Mortgage received an abatement of all "Mortgage and Recording Taxes" as provided by Section 2 of such Tax Abatement Agreement to the fullest extent allowed under the Tax Abatement Act (Chapter 9B of Title 40 of the Code of Alabama (1975)). Accordingly, no additional mortgage recording tax is due in connection with the recording of this instrument.

**This instrument prepared by
and record and return to:
David R. Kinman, Esq.
Maynard Nexsen PC
1901 Sixth Avenue North, Suite 1700
Birmingham, Alabama 35203
(205) 254-1000**

STATE OF ALABAMA)
)
SHELBY COUNTY)

**FIRST AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF
RENTS AND LEASES AND SECURITY AGREEMENT AND ASSIGNMENT OF
LEASES AND RENTS**

THIS FIRST AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this “**Amendment**”) is dated and is effective as of the 14 day of June, 2023, from **GR CALERA PARTNERS, LLC**, an Alabama limited liability company (the “**Mortgagor**”), in favor of **OAKWORTH CAPITAL BANK**, an Alabama state banking corporation (together with its successors or assigns, the “**Mortgagee**”).

RECITALS:

WHEREAS, Mortgagor and Mortgagee are parties to that certain Construction Loan Agreement dated as of November 30, 2021, as amended by that certain First Amendment to Construction Loan Agreement and Other Loan Documents of even date herewith (as amended, the **“Loan Agreement”**; capitalized terms used and not otherwise defined herein shall have the meanings ascribed in the Loan Agreement), pursuant to which Mortgagee agreed to make a term loan in the principal amount of Twelve Million and No/100 Dollars (\$12,000,000.00) (as the same may hereafter be extended, renewed, modified, or amended, as so extended, renewed, modified, or amended, the **“Loan”**);

WHEREAS, the Loan is evidenced and secured by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated November 30, 2021, originally filed for record on December 1, 2021, Instrument Number 20211201000571520 in the Probate Office of Shelby County, Alabama (as amended, the “**Mortgage**”), and that certain Assignment of Leases and Rents executed by Mortgagor for the benefit of Mortgagee and



recorded on December 1, 2021, with the Probate Court of Shelby County, Alabama, as Instrument Number 20211201000571530 (the “**Lease Assignment**”), securing certain real property described in Exhibit A attached hereto and incorporated herein (the “**Property**”), and certain other documents and instruments evidencing or securing the Loan or related thereto (together with the Mortgage and Loan Agreement, as amended, collectively, the “**Loan Documents**”);

WHEREAS, Mortgagor has requested that Mortgagee make available an additional term loan in the original principal amount of up to Two Million Fifty Thousand and No/100 Dollars (\$2,050,000.00) (as the same may hereafter be extended, renewed, modified, or amended, as so extended, renewed, modified, or amended, the “**2023 Loan**”), as further described in that certain First Amendment to Loan Agreement and Other Loan Documents of even date herewith (the “**Loan Amendment**”), and that certain 2023 Loan Note of even date herewith payable by Mortgagor to Mortgagee in the amount of \$2,050,000.00 (the “**2023 Loan Note**”); and

WHEREAS, the parties desire to amend the Mortgage to reflect the foregoing recitals and Mortgagor’s execution of the Loan Amendment and the 2023 Loan Note.

A G R E E M E N T

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment of Mortgage.** The Mortgage and Lease Assignment shall be and the same hereby are amended to reflect that Mortgagor and Mortgagee are executing the Loan Amendment and that Mortgagor is executing the 2023 Loan Note, such that Mortgage shall collateralize and secure the aggregate amount of the principal outstanding under the increased Loan (to include, without limitation, the 2023 Loan) amount, which for the avoidance of doubt is \$14,050,000.00. The defined terms “Loan” and “Note” in the Mortgage shall henceforth and hereafter include within their respective coverages the 2023 Loan and the 2023 Loan Note, respectively. The Mortgage shall be deemed amended as set forth hereinabove and to the extent necessary to carry out the intent of this Mortgage Amendment. Without limiting the generality of the foregoing, each reference in the Mortgage to the “Loan Agreement” the “Note” or any other “Loan Documents” shall be deemed to be references to said documents, as amended hereby. Except as expressly set forth herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms and shall continue to evidence, secure, guarantee or relate to, as the case may be, the Loan.

2. **Representations and Warranties.** As amended herein, each representation and warranty contained in the Mortgage, and the Loan Documents is hereby reaffirmed as of the date hereof except to the extent that such representations and warranties expressly relate to an earlier date. Mortgagor hereby represents, warrants and certifies to Mortgagee that no Event of Default nor any condition or event that with notice or lapse of time or both would constitute an Event of Default, has occurred or is continuing under the Mortgage, the Lease Assignment, the Loan Documents or the Loan, and that Mortgagor has no offsets or claims against Mortgagee arising under, related to, or connected with the Loan, the Mortgage, the Lease Assignment, the Loan



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Agreement, the Note or any of the Loan Documents.

3. **Binding Effect.** Except as expressly modified and amended hereby, the terms and conditions of the Mortgage and the Lease Assignment shall remain in full force and effect, and the Mortgage and the Lease Assignment, as so amended are hereby ratified and affirmed. Mortgagor acknowledges that it has no defenses or setoffs with respect to its obligations under the Mortgage or the Lease Assignment, as amended hereby.

4. **Successors and Assigns.** This Mortgage Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Mortgagor has executed this instrument to be executed by its duly authorized officer, effective as of the day and year first above written.

MORTGAGOR:

GR CALERA PARTNERS, LLC, an Alabama limited liability company

By: Matthew W. Graham
Matthew W. Graham
Its: Authorized Officer

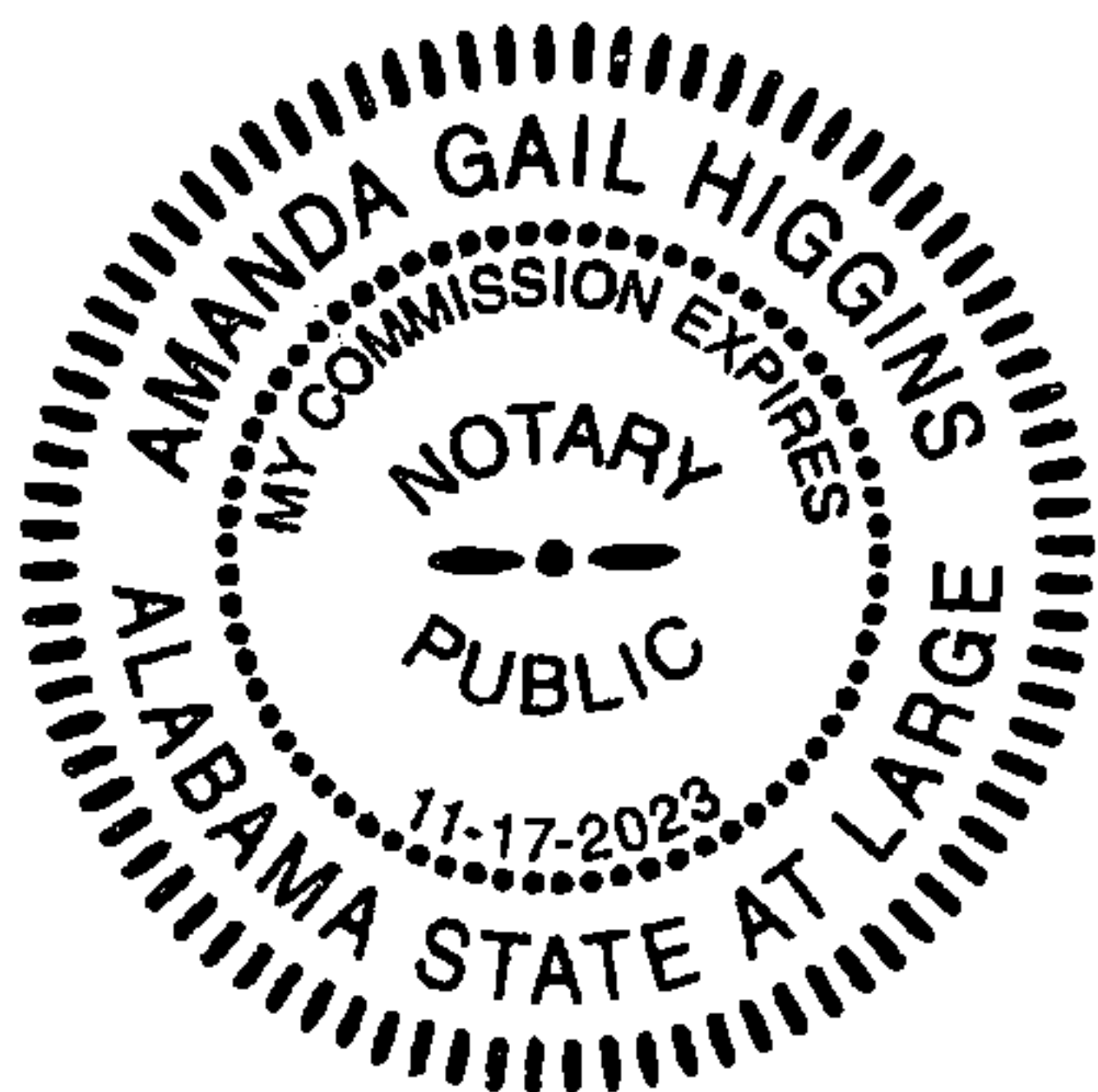
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Matthew W. Graham, whose name as Authorized Officer of **GR CALERA PARTNERS, LLC**, an Alabama limited liability company, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said agreement, he, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 30th day of May, 2023.

[S E A L]

Amanda Gail Higgins
Notary Public
My Commission Expires: 11/17/2023



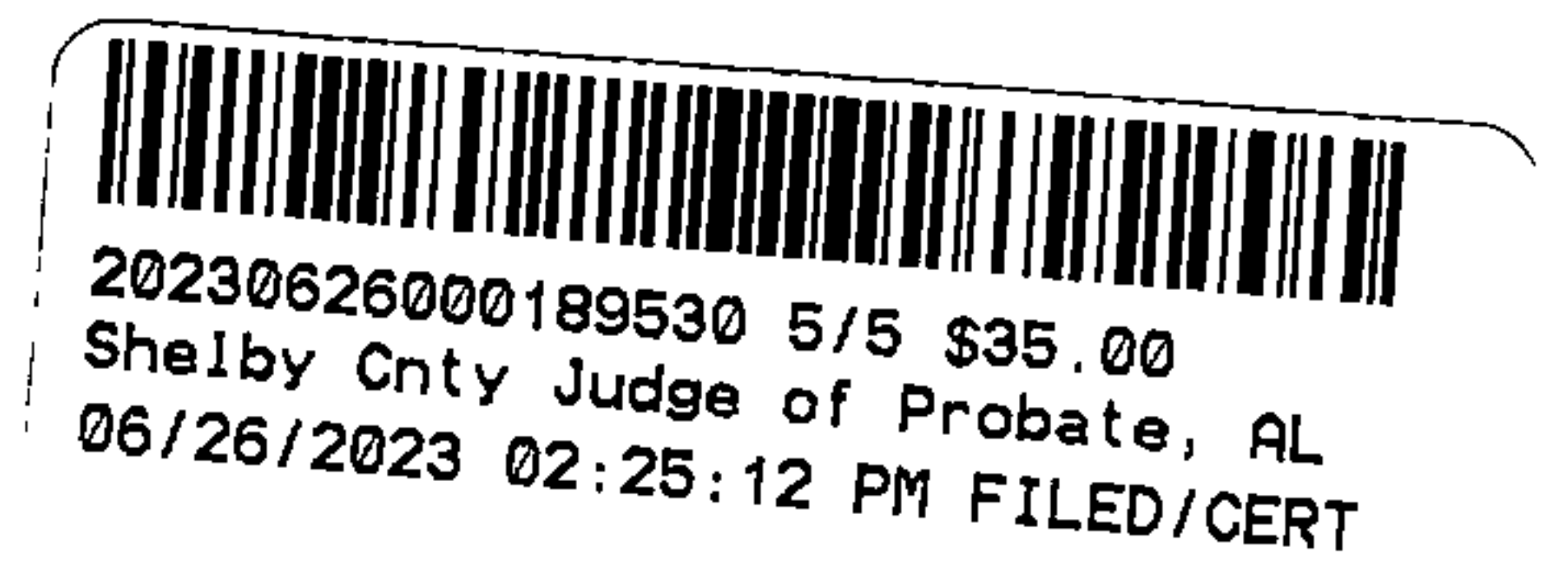


EXHIBIT A

LEGAL DESCRIPTION

Lot 2, according to Graham's Resurvey of Millennium Park, as recorded in Map Book 55, Page 30, in the Probate Office of Shelby County, Alabama.