



20230728000227640 1/6 \$322.30
Shelby Cnty Judge of Probate, AL
07/28/2023 02:59:15 PM FILED/CERT

**This document was prepared by,
and after recording, return to:**
Polsinelli PC
1401 Lawrence Street, Suite 2300
Denver, Colorado 80202
Attn: Michael Strand

**FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT,
FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS**

between

THE BOYD-TUCKER COMPANY HELENA LLC,
an Alabama limited liability company,
as mortgagor
(Borrower)

and

THE HUNTINGTON NATIONAL BANK
as mortgagee
(Lender)

Dated: June 23, 2023
Location: 32 Magnolia Pkwy, Helena, AL 35080
County: Shelby
Tax Parcel: 13-8-28-1-001-021.002



20230728000227640 2/6 \$322.30
Shelby Cnty Judge of Probate, AL
07/28/2023 02:59:15 PM FILED/CERT

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS dated June 23, 2023 (this "Amendment"), is executed by and between **THE BOYD-TUCKER COMPANY HELENA LLC**, an Alabama limited liability company, which has an address of 824 Highland Avenue, Orlando, Florida 32803 ("Borrower"), as mortgagor, and **THE HUNTINGTON NATIONAL BANK**, which has an address of 2655 Warrenville Road, Suite 100, Downers Grove, Illinois, 60515, its successors and assigns (in its individual capacity and in its capacity as lead arranger and administrative agent acting for itself and the Banks, the "Lender"), as mortgagee.

RECITALS

A. Borrower and certain Affiliates of Borrower obtained a loan from Lender (the "Loan") pursuant to the terms of a Syndicated Term Loan Agreement dated May 25, 2022, as amended by a Joinder Agreement and First Amendment to Loan Documents dated March 31, 2023 (collectively, the "Loan Agreement").

B. Borrower's obligations under the Loan Agreement are secured by, among other things, a Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents from Borrower for the benefit of Lender, as beneficiary, dated May 25, 2022 and recorded June 7, 2022 as Instrument No. 20220607000228490 in the land records of Shelby County, Alabama (the "Mortgage") against the real property legally described in Exhibit A attached hereto (the "Property").

C. Concurrently with this Amendment, Borrower, certain Affiliates of Borrower and Lender are entering into a Joinder Agreement and Second Amendment to Loan Documents (the "Joinder and Amendment") in order to make a certain Affiliate of Borrower as co-borrower of the Loan, to increase the amount of the Loan, and to make certain other modifications as described in the Joinder and Amendment.

D. As a condition to the effectiveness of the Joinder and Amendment, Lender and Borrower desire to amend the Mortgage on the terms and conditions set forth below.

AGREEMENTS

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

1. Principal Amount of Loan. Any and all references in the Mortgage to the maximum principal amount of the Loan are hereby increased from \$50,000,000.00 to \$51,700,000.00.
2. Maximum Indebtedness. The amount of the maximum indebtedness set forth in Section 39(m) of the Mortgage is hereby increased from \$50,000,000.00 to \$51,700,000.00.
3. Swap Obligations. The second clause of the paragraph in the Mortgage commencing with "FOR THE PURPOSE OF SECURING" is hereby amended and restated as



20230728000227640 3/6 \$322.30
Shelby Cnty Judge of Probate, AL
07/28/2023 02:59:15 PM FILED/CERT

follows: “(ii) the obligations and liabilities of Borrower and its Affiliates to Lender under and pursuant to any Swap Agreement;”.

4. Loan Agreement. Any and all references in the Mortgage to the “Loan Agreement” shall mean the Loan Agreement as amended by the Joinder and Amendment, as well as any future amendments or modifications thereof executed by Borrower and Lender.

5. Note. Any and all references in the Mortgage to the “Note” shall mean the certain Amended and Restated Term Loan Promissory Note in the principal amount of \$51,700,000.00 of even date herewith and payable by Borrower and its Affiliates to Lender.

6. Loan Documents. Any and all references in the Mortgage to the “Loan Documents” shall include this Amendment, the Joinder and Amendment, the Note, and all other documents and instruments executed or delivered by Borrower, Guarantor or Lender in connection with the Loan.

7. Lien and Priority. Borrower acknowledges and agrees that Lender is relying upon, as a material inducement to Lender modifying the Mortgage as provided in this Amendment, the lien of the Mortgage remaining an enforceable and valid lien against the Property in a first priority position. The parties agree that, upon recordation of this Amendment, it merely modifies the terms and conditions of the Mortgage, as provided in this Amendment, without in any way affecting the priority of the Mortgage. Further, the lien created by this Amendment relates back to the date of the original recordation of the Mortgage. If for any reason whatsoever the lien of the Mortgage is rendered inferior, junior or subordinate to any other claim, encumbrance or interest to, against or in the Property, save and except as to the matters expressly permitted by the terms and conditions of the Mortgage, then and in such event, at the sole option of Lender, the indebtedness evidenced by the Note may be accelerated and declared due and payable immediately.

8. No Other Modifications. Except as expressly amended and modified by the terms of this Amendment, the terms and conditions of the Mortgage shall remain unchanged and in full force and effect and are hereby ratified, republished and reaffirmed by Borrower.

9. Savings Clause. If any provision in this Amendment is invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired thereby, and there shall be substituted for the invalid, illegal, or unenforceable provision the most similar provision that is valid, legal and enforceable.

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

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, Borrower and Lender have executed and delivered this First Amendment to Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents to be effective as of the date first above written.

BORROWER:

THE BOYD-TUCKER COMPANY HELENA LLC, an Alabama limited liability company

By: Liberty Storage Fund II, LLLP, a Florida limited liability limited partnership, its Sole Member

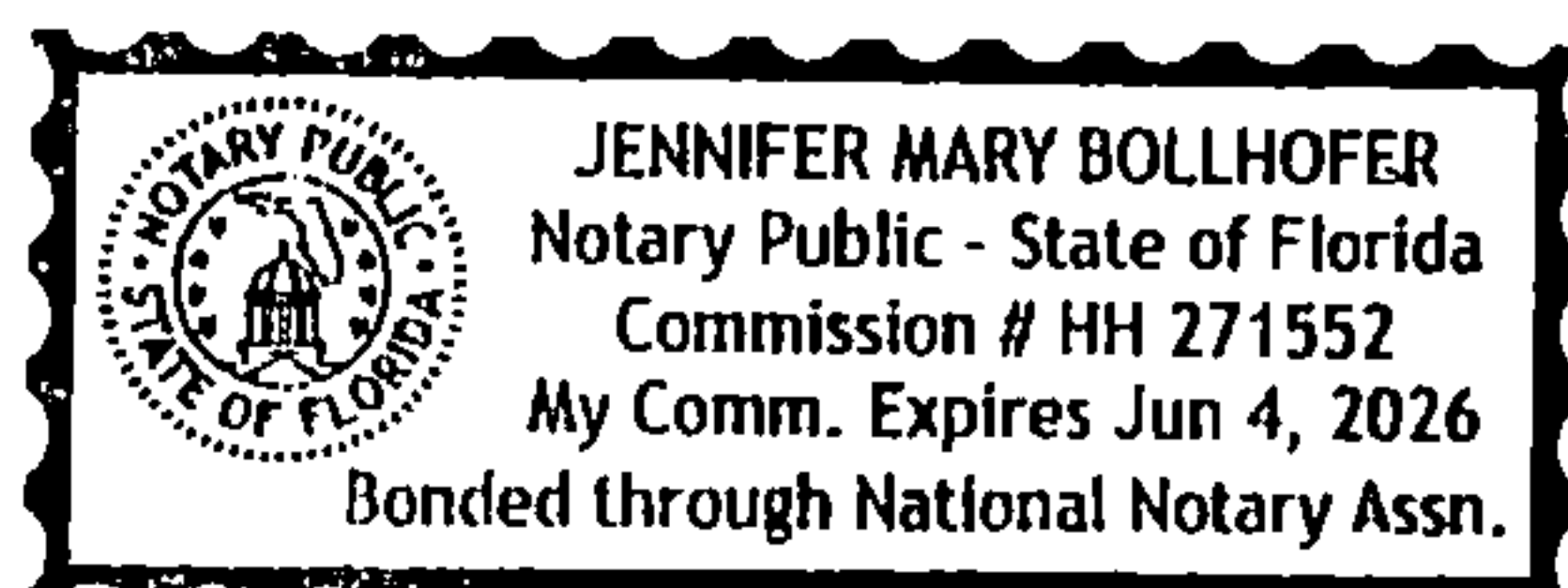
By: Liberty Storage Fund II GP, LLC, a Florida limited liability company, its General Partner

By: Liberty Investment Properties, Inc., a Florida corporation, its Manager

By: 
Adam Mikkelson, President

STATE OF FLORIDA)
COUNTY OF ORANGE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Adam Mikkelson, President of Liberty Investment Properties, Inc., a Florida corporation, the Manager of Liberty Storage Fund II GP, LLC, a Florida limited liability company, the General Partner of Liberty Storage Fund II, LLLP, a Florida limited liability limited partnership, the Sole Member of The Boyd-Tucker Company Helena LLC, an Alabama limited liability company, 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, he as such officer 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 June 15, 2023.



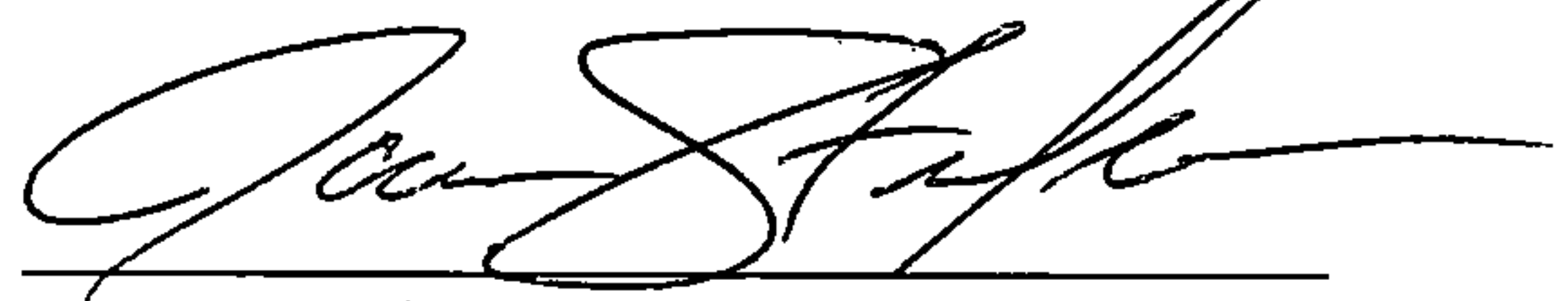

Notary Public

My Commission Expires: 6/4/26

(Signature Page to First Amendment to Mortgage,
Security Agreement, Fixture Filing and Assignment of Leases and Rents)


LENDER:

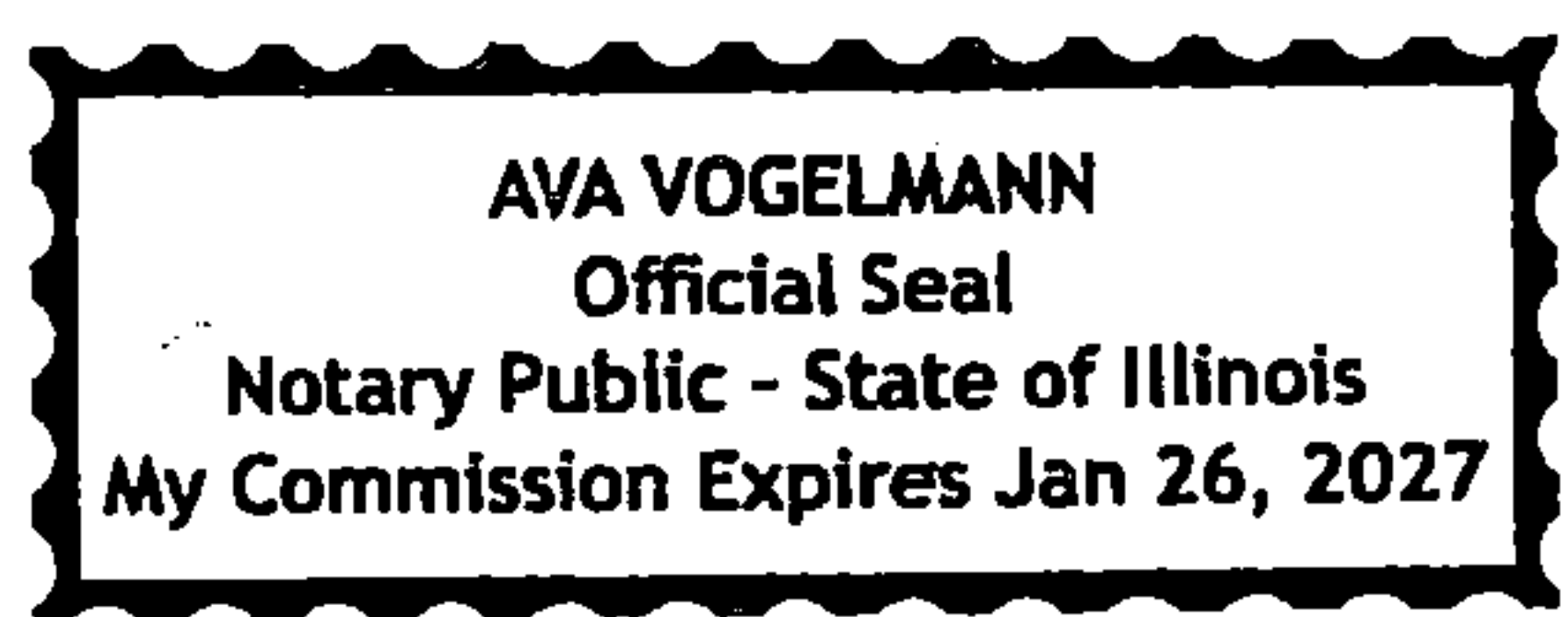
THE HUNTINGTON NATIONAL BANK

By: 
James Straka, Vice President

STATE OF ILLINOIS)
COUNTY OF Will)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James Straka, Vice President of The Huntington National Bank, 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, he as such officer 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 20, June, 2023.


Notary Public



My Commission Expires: 01-26-2027

EXHIBIT A

Legal Description of the Land

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 3 WEST, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, SHELBY COUNTY, ALABAMA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 21 MINUTES 10 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION LINE FOR A DISTANCE OF 887.52 FEET TO A FOUND ONE INCH CRIMP PIPE MARKING THE SOUTHEAST CORNER OF LOT 12, KINGRIDGE SUBDIVISION AS RECORDED IN MAP BOOK 6, PAGE 87 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SAID POINT ALSO LYING ON THE WEST LINE OF LOT 3, FOX HAVEN FIRST SECTOR AS RECORDED IN MAP BOOK 7, PAGE 35 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 17 MINUTES 35 SECONDS WEST ALONG THE WEST LINE OF LOTS 3 THROUGH 14 OF SAID SUBDIVISION AND ALONG THE EAST LINE OF SAID SECTION FOR A DISTANCE OF 888.47 FEET TO A FOUND CAPPED REBAR STAMPED RC FARMER, SAID POINT MARKING THE NORTHEAST CORNER OF LOT 35, ROCKY RIDGE PHASE 2 AS RECORDED IN MAP BOOK 27, PAGE 16 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE LEAVING SAID SECTION LINE AND FOX HAVEN FIRST SECTOR LOT LINE RUN NORTH 88 DEGREES 40 MINUTES 45 SECONDS WEST ALONG THE NORTH LINE OF LOTS 20, 21, 34 & 35, ROCKY RIDGE PHASE 2 AS RECORDED IN MAP BOOK 27, PAGE 16 AND ALONG THE NORTH LINE OF LOTS 9 THROUGH 22, BRECKENRIDGE PARK, BLOCK 2 AS RECORDED IN MAP BOOK 9, PAGE 110 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA FOR A DISTANCE OF 1053.28 TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND ALONG THE NORTH LINE OF LOTS 1 THROUGH 9, BLOCK 7 OF SAID BRECKENRIDGE PARK SUBDIVISION FOR A DISTANCE OF 274.74 FEET TO A SET 5/8 INCH CAPPED REBAR STAMPED CA-560LS, SAID POINT LYING ON THE EASTERN RIGHT OF WAY OF ALABAMA HIGHWAY 17 (A/K/A MONTGOMERY ROAD 80 FOOT ROW); THENCE LEAVING SAID LOT LINE RUN NORTH 10 DEGREES 45 MINUTES 59 SECONDS EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 427.656 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY RUN SOUTH 79 DEGREES 14 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 177.98 FEET TO A POINT, SAID POINT LYING ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1525.56 FEET, A CENTRAL ANGLE OF 06 DEGREES 13 MINUTES 45 SECONDS, A CHORD BEARING OF SOUTH 82 DEGREES 20 MINUTES 58 SECONDS EAST AND A CHORD DISTANCE OF 165.78 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 165.86 FEET TO A POINT; THENCE RUN SOUTH 03 DEGREES 32 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 1.29 FEET; THENCE RUN SOUTH 88 DEGREES 43 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 20.72 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 348.15 FEET TO A POINT; THENCE RUN NORTH 88 DEGREES 40 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 163.14 FEET TO A POINT; THENCE RUN SOUTH 01 DEGREES 19 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.