

County Division Code: AL040  
Inst. # 2024018040 Pages: 1 of 5  
I certify this instrument filed on  
2/29/2024 3:50 PM Doc: MTG  
Judge of Probate  
Jefferson County, AL. Rec: \$28.00  
MtgTx: \$10,500.00  
Clerk: NICOLE

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

Dated As of February 21, 2024, between

Valley Creek Land & Timber, LLC (Borrower) and Regions Bank (Lender)

**Note to recording offices regarding amount of Mortgage Tax:** This Amendment increases the amount secured by the Security Instrument (defined below) by an additional \$7,000,000.00. Therefore, Mortgage Tax in the amount of **\$10,500.00** is due upon the recording of this Amendment.

The Security Instrument encumbers real property in Bibb County, Jefferson County, Shelby County, Tuscaloosa County and Walker County, Alabama (the "Property"). The percentages of the real property mortgaged in each county to the total value of the Property are as follows: Bibb County – 5.74%; Jefferson County – 72.27%; Shelby County – 12.60%; Tuscaloosa County – 7.56%; Walker C - 1.83%. The full amount of Mortgage Tax for the additional indebtedness secured by this Amendment is being paid to the Office of the Judge of Probate of Jefferson County, Alabama in the amount of \$10,500.00. Accordingly, the Office of the Judge of Probate of Jefferson County shall collect the Total Mortgage Privilege Tax and pursuant to Section 40-22-2(7), Code of Alabama, 1975, after deducting the probate judge's 5% commission, shall make distribution of such tax to the State of Alabama and the counties named herein, in the percentages set forth above.

**Tuscaloosa County Source of Title:** Deed Book 2014, Page 14591.

**Cross References:**

RPB Book 366, Page 90, Bibb County, AL  
Instrument Number 2020057838, Jefferson County, AL  
Instrument Number 20200608000229380, Shelby County, AL  
Mortgage Book 2020, Page 43339, Tuscaloosa County, AL  
Book DML 2608, Page 704, Walker County, AL

**THIS INSTRUMENT PREPARED BY:**

J. Corbitt Tate  
Balch & Bingham LLP  
1901 Sixth Avenue North  
Suite 1500  
Birmingham, Alabama 35203

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

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (this "Amendment"), is made this the 21 day of February, 2024, by and between **VALLEY CREEK LAND & TIMBER, LLC**, a Mississippi limited liability company (the "Borrower"), and **REGIONS BANK**, an Alabama banking corporation ("Lender"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in the Security Instrument (as defined herein).

**RECITALS:**

**WHEREAS**, Borrower is justly indebted to Lender on a loan in the original principal amount of **Thirty Million and No/100 Dollars (\$30,000,000.00)** (as amended from time to time, the "Original Loan"), which is evidenced by that certain Promissory Note dated as of June 4, 2020, executed by Borrower and payable to the order of Lender in the principal amount of \$30,000,000.00 (as amended from time to time, the "Original Note");

**WHEREAS**, the Original Loan and the Original Note are secured by, among other things, that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated June 4, 2020, executed by Borrower in favor of Lender, and which encumbers certain real property located in Bibb County, Jefferson County, Shelby County, Tuscaloosa County and Walker County, Alabama (the "Security Instrument");

**WHEREAS**, the Security Instrument was recorded in: (a) RPB Book 366, Page 90 in the Office of the Judge of Probate of Bibb County, Alabama; (b) Instrument Number 2020057838 in the Office of the Judge of Probate of Jefferson County, Alabama; (c) Instrument Number 20200608000229380 in the Office of the Judge of Probate of Shelby County, Alabama; (d) Mortgage Book 2020, Page 43339 in the Office of the Judge of Probate of Tuscaloosa County, Alabama; and (e) Book DML 2608, Page 704 in the Office of the Judge of Probate of Walker County, Alabama;

**WHEREAS**, concurrent herewith, Lender has agreed to, among other things, extend a new loan to Borrower in the original principal amount of **Seven Million and No/100 Dollars (\$7,000,000.00)** (as amended from time to time, the "New Loan"), which is evidenced by that certain Promissory Note dated as of even date herewith, executed by Borrower and payable to the order of Lender in the principal amount of \$7,000,000.00 (as amended from time to time, the "New Note"), provided that Borrower enters into this Amendment to amend the Security Instrument to, among other things, secure the New Loan and the New Note; and

**WHEREAS**, Borrower and Lender have agreed to amend the Security Instrument as set forth herein.

**NOW THEREFORE**, for and in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of Ten and No/100 Dollars (\$10.00), each to the other in

hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The Security Instrument shall now secure both the Original Loan and the New Loan, and the Original Note and the New Note. The definition of "Loan" in the Security Agreement is hereby amended to refer to both the Original Loan and the New Loan. The definition of "Note" in the Security Agreement is hereby amended to refer to both the Original Note and the New Note.

2. The Security Instrument, as amended herein, is hereby ratified and reaffirmed by the Borrower in its entirety, including, without limitation, each and every representation, warranty, covenant and agreement made by Borrower therein. Borrower hereby agrees and acknowledges that the Security Instrument shall secure the Original Loan, the New Loan, the Original Note, and the New Note. Nothing herein invalidates or shall impair or release any covenant, condition, agreement or stipulation in the Security Instrument, and the same, except as herein modified, shall continue in full force and effect.

3. This Amendment shall be binding and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

4. All references in the Loan Documents to the Security Instrument shall mean the Security Instrument, as amended hereby.

5. This Amendment embodies and constitutes the entire understanding with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Amendment.

6. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute one (1) document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages maybe combined into a single document.

*[Remainder of page intentionally left blank; signature pages to follow.]*



**IN WITNESS WHEREOF**, Borrower and Lender have caused this Amendment to be duly executed and delivered as of the day and year first above written.

**BORROWER:**

**VALLEY CREEK LAND & TIMBER, LLC,**  
a Mississippi limited liability company

By: [Signature]  
William J. Van Devender, Jr., Assistant Manager

STATE OF Mississippi

COUNTY OF Hinds

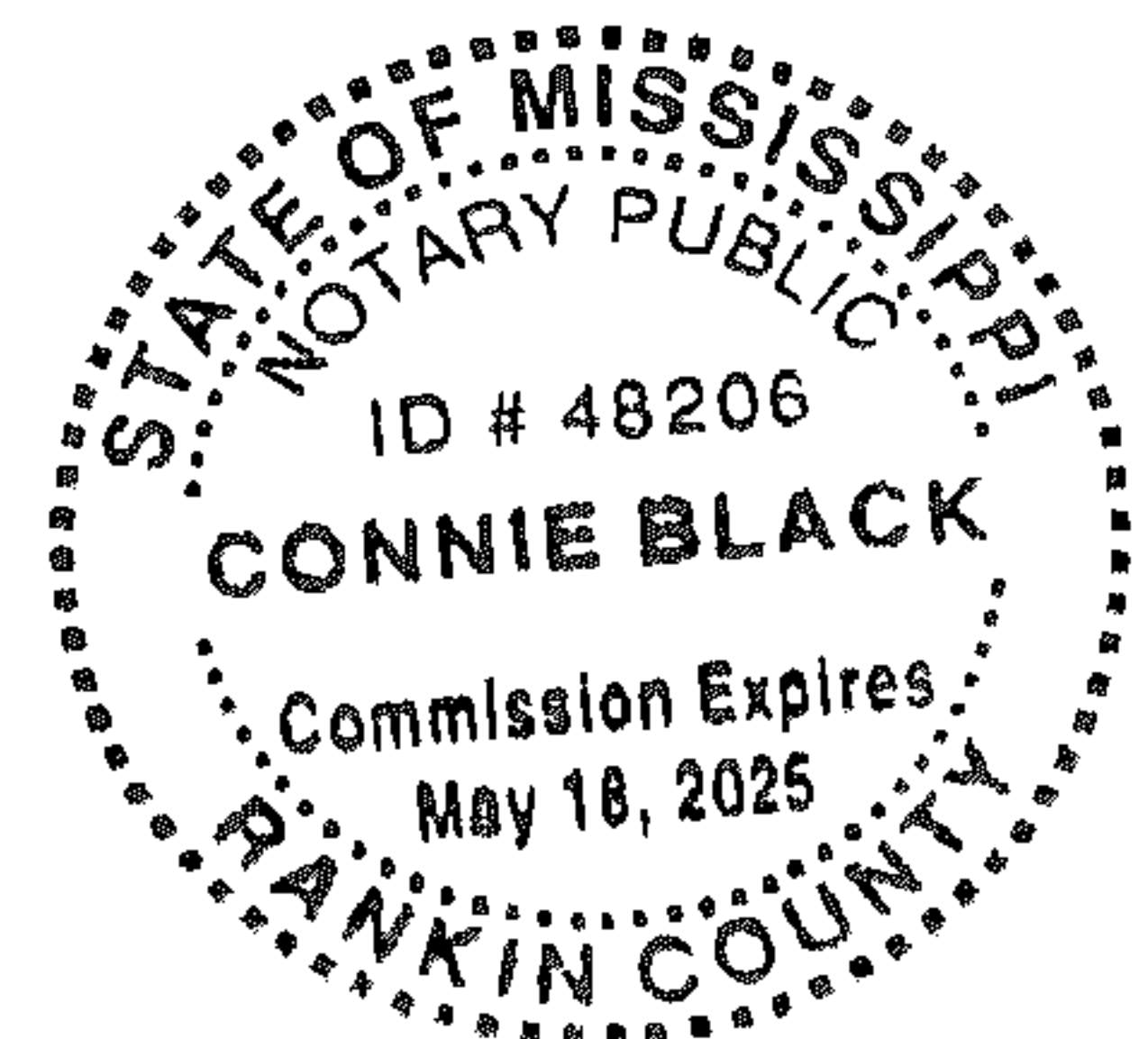
I, Connie Black, a Notary Public in and for said County in said State, hereby certify that William J. Van Devender, Jr., whose name as Assistant Manager of **VALLEY CREEK LAND & TIMBER, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such assistant manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 21 day of February, 2024.

[Signature]  
Notary Public

[NOTARIAL SEAL]

My commission expires: 5/18/25



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

LENDER:

REGIONS BANK,  
an Alabama banking corporation

By: Kelly M. Tucker, Sr.  
Kelly M. Tucker, Senior Vice President

STATE OF Mississippi)

COUNTY OF Hinds)

I, Carlee Soignier, a Notary Public in and for said County in said State, hereby certify that Kelly M. Tucker, whose name as Senior Vice President of **REGIONS BANK**, an Alabama banking 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

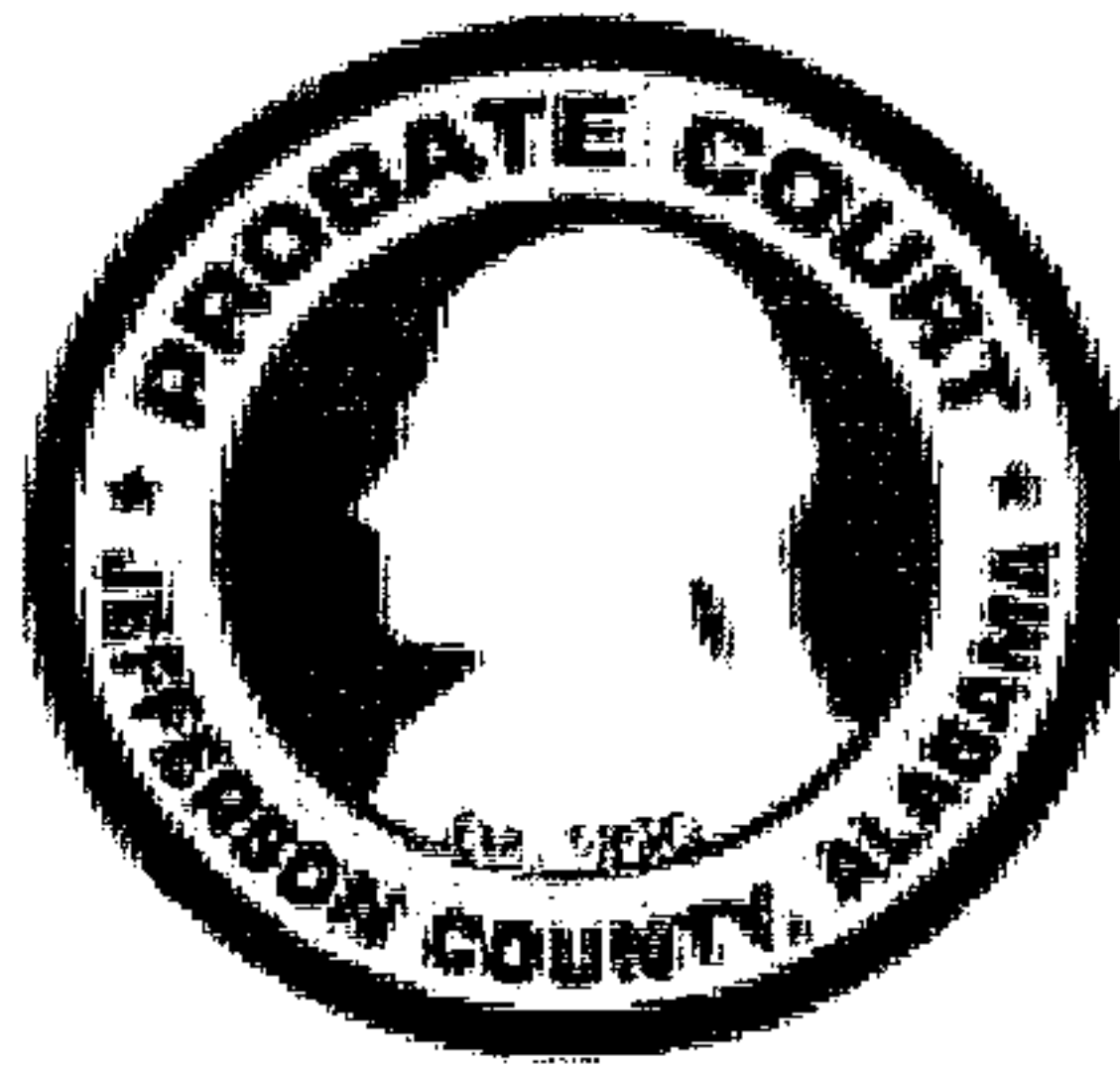
Given under my hand this the 21 day of February, 2024.

Carlee Soignier  
Notary Public

[NOTARIAL SEAL]

My commission expires: 4/13/27





**JEFFERSON COUNTY PROBATE COURT  
BIRMINGHAM DIVISION**

JAMES P. NAFTEL II, PROBATE JUDGE  
716 RICHARD ARRINGTON BLVD NORTH  
BIRMINGHAM, AL 35203  
(205) 325-5411

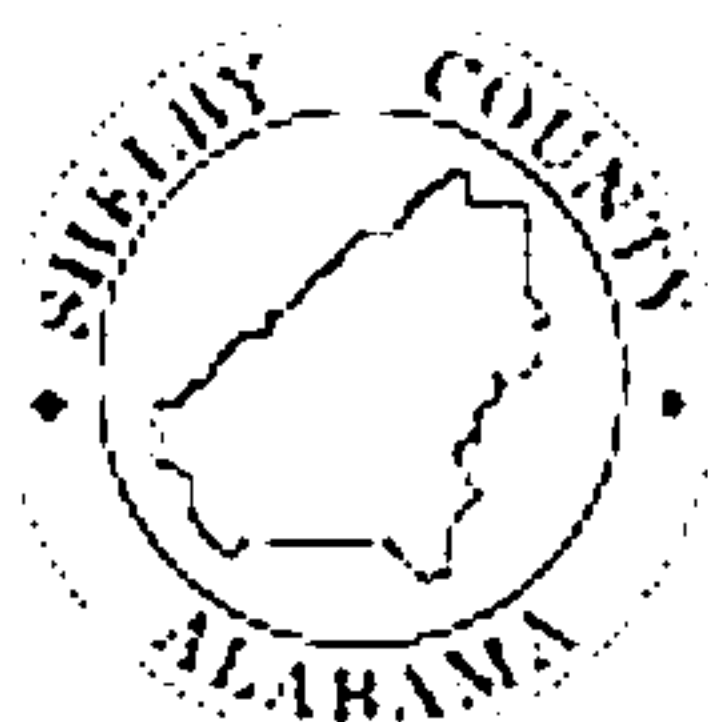
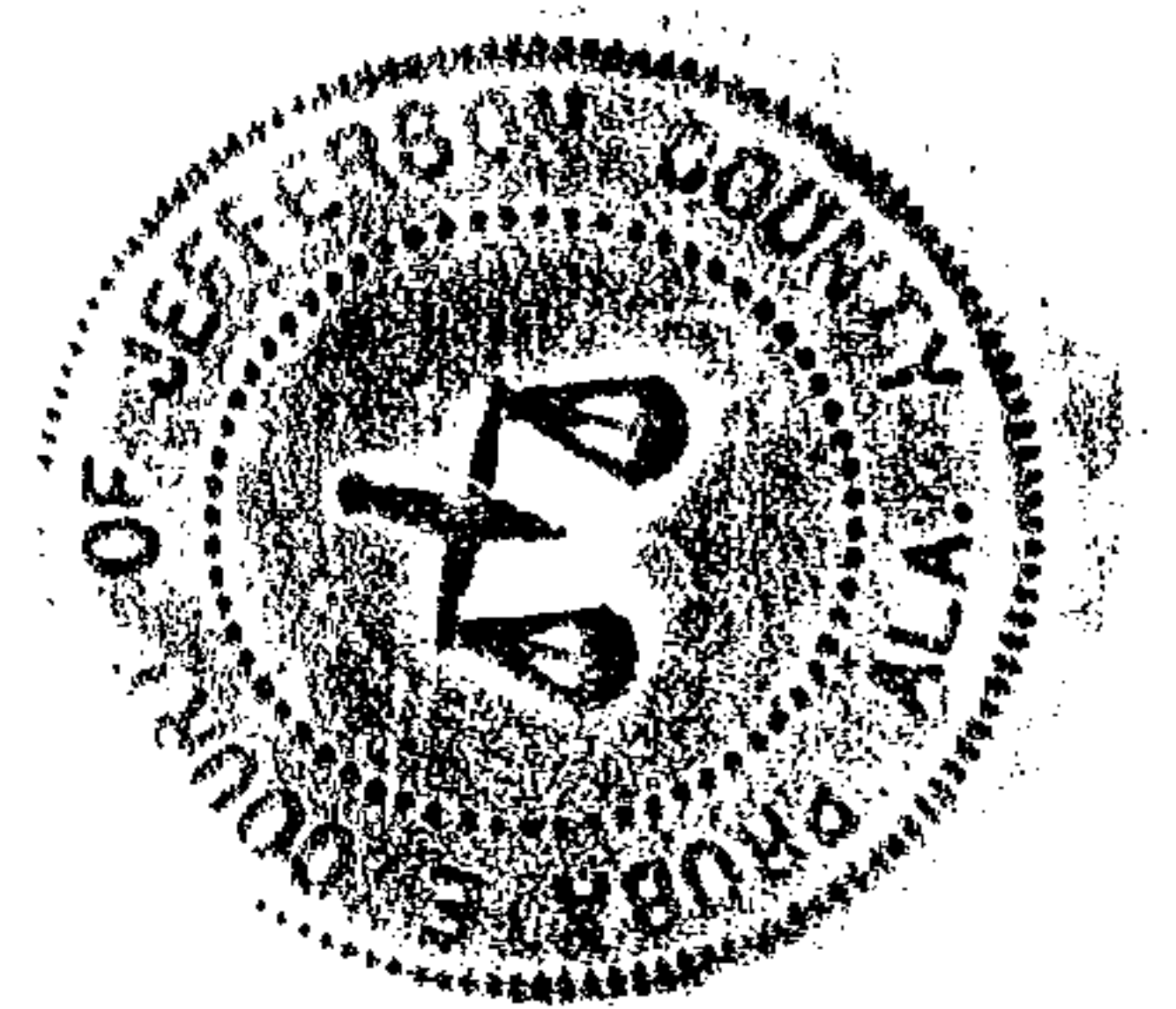
To: Judge of Probate

Shelby County

I, James P. Naftel II, Judge of Probate of Jefferson County, Alabama, do hereby certify that on the 29th day of February 2024, this office collected a total tax of \$ 10,500 on a deed / mortgage from Valley Creek Land & Timber LLC to Regions Bank and recorded as Instrument No. 2024018040. If you have questions or need additional information, please do not hesitate to contact my office.

A handwritten signature in black ink, appearing to read "J.P. Naftel II", is written over a horizontal line.

James P. Naftel, II  
Judge of Probate



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/04/2024 08:45:47 AM  
\$38.00 BRITTANI  
20240304000057470

*Allie S. Bayl*