



20250911000275080 1/12 \$56.00
Shelby Cnty Judge of Probate, AL
09/11/2025 10:41:39 AM FILED/CERT

The total amount of indebtedness secured by this Mortgage is limited to \$7,920,000.00. Mortgage recording privilege taxes have previously been paid on \$4,820,000.00. This amendment adds new additional indebtedness secured by the Mortgage of \$3,100,000.00. The maturity date of the mortgage has not been extended.

The percentage of mortgage recording privilege taxes attributable to each County is as follows:

Jefferson County	42.86%
Shelby County	57.14%

This Instrument prepared by:
Matthew S. Hale
Wallace, Jordan, Ratliff & Brandt, LLC
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

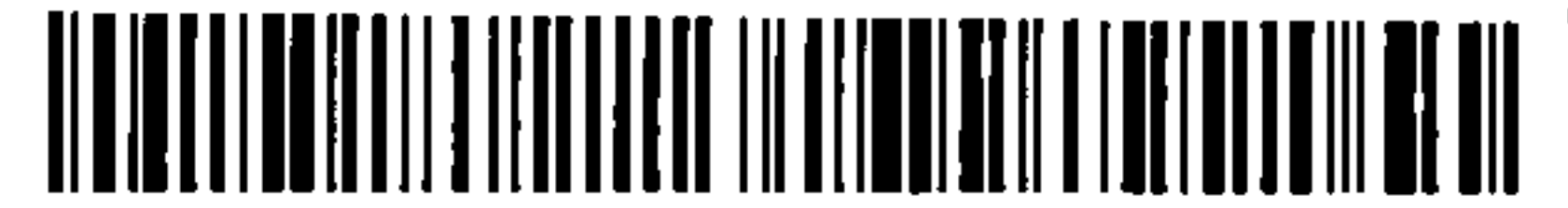
STATE OF ALABAMA)
JEFFERSON AND SHELBY)
COUNTIES)

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (the "Amendment") is made and entered into as of the 3rd day of September, 2025, by and among, **MORRIS-SHEA BRIDGE COMPANY, INC.**, an Alabama corporation ("Morris-Shea"), and **SHEA BROTHERS, L.L.C.**, an Alabama limited liability company ("Shea Brothers", together with Morris-Shea hereinafter referred to collectively as the "Mortgagor") and **SERVISFIRST BANK**, an Alabama state banking corporation (the "Mortgagee");

WHEREAS, the Mortgagor executed and delivered to the Mortgagee that certain Mortgage and Security Agreement limiting the amount of indebtedness secured to \$4,820,000.00 as security for a Note in the original principal amount of \$7,700,000.00 dated June 25, 2025 and recorded in Instrument No. 2025058475 in the Probate Office of Jefferson County, Alabama, and recorded in Instrument No. 20250626000195120 in the Probate Office of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, the Mortgagor and the Mortgagee have agreed to modify the Mortgage to revise the legal description and to include the New Note as defined below.



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NOW, THEREFORE, in consideration of the premises, the Mortgagor and the Mortgagee hereby agree as follows:

1. Terms: Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Mortgage.
2. Legal Description: Exhibit A of the Mortgage is hereby deleted in its entirety and replaced with the attached legal description.
3. New Note: Mortgagor has executed and delivered to the Bank of even date herewith that certain Amendment to Promissory Note, Loan Agreement and Other Loan Documents increasing the principal amount by \$3,100,000.00 (the "New Note"). The Mortgage shall secure the New Note in addition to the Note referred to in the Mortgage. The additional amount of new indebtedness secured by the Mortgage is \$3,100,000.00.
4. Affidavit of Property Value: An Affidavit of Property Value of the additional amount of new indebtedness is attached hereto as Exhibit B.
5. Miscellaneous: Except as amended hereby, the Mortgage shall remain in full force and effect, and the provisions thereof are hereby ratified and affirmed.

(Signature page follows)



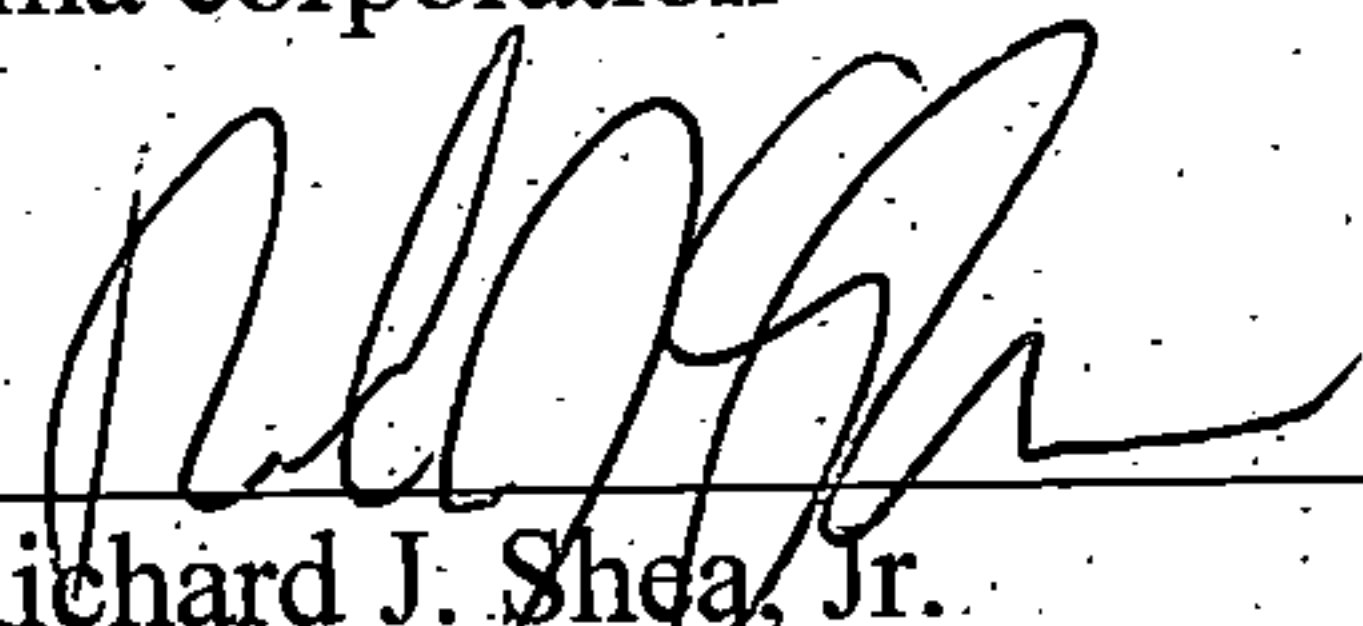
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IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have executed this Amendment as of the date first above written.

MORTGAGOR:

MORRIS-SHEA BRIDGE COMPANY, INC.,
an Alabama corporation

By:

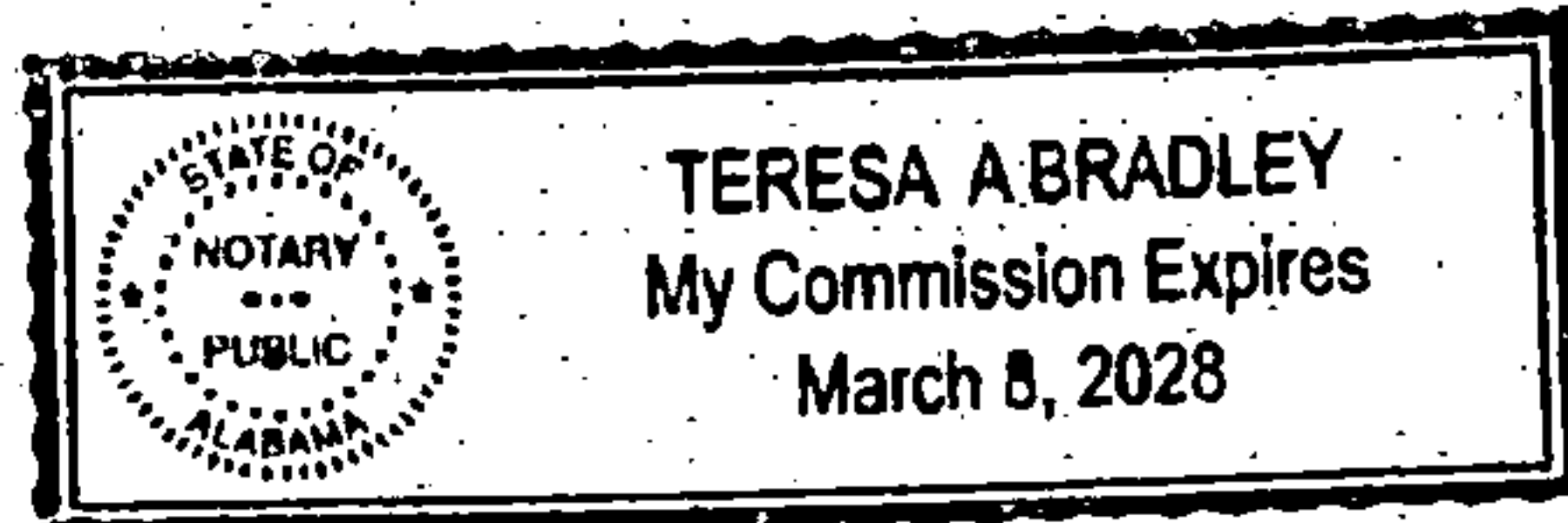

Richard J. Shea, Jr.
Its President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard J. Shea, Jr., whose name as President of Morris-Shea Bridge Company, 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 thereof, 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 25th day of August, 2025.

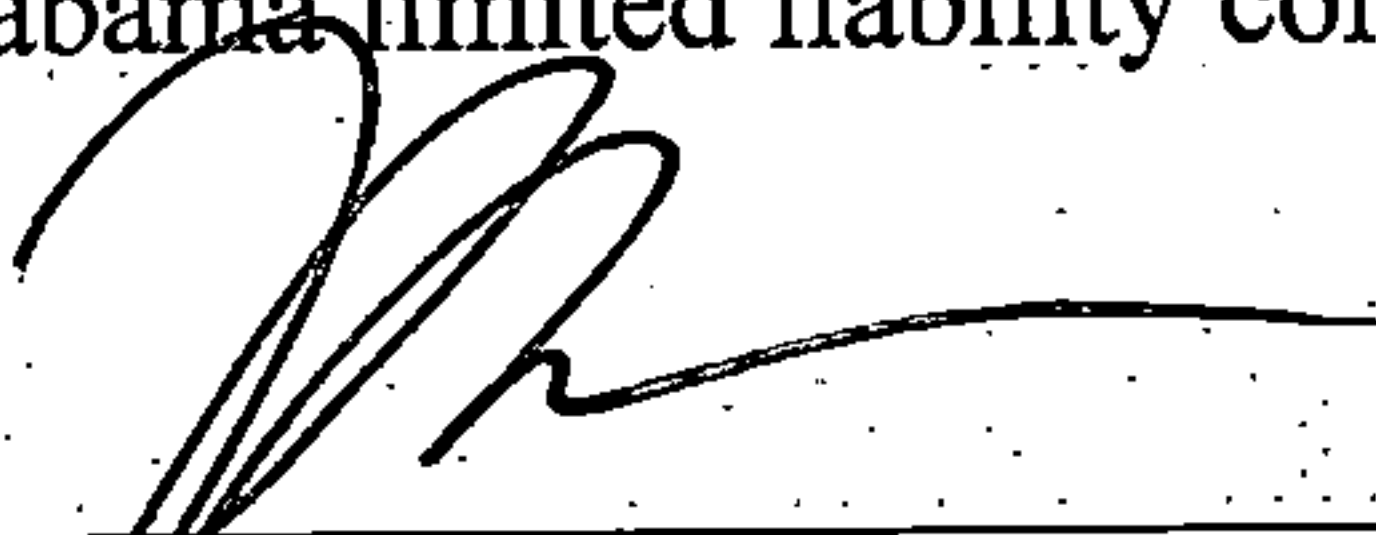



Notary Public

My Commission Expires: 3-8-2028

SHEA BROTHERS, L.L.C.,
an Alabama limited liability company

By:


Richard J. Shea III
Its Manager

STATE OF ALABAMA)

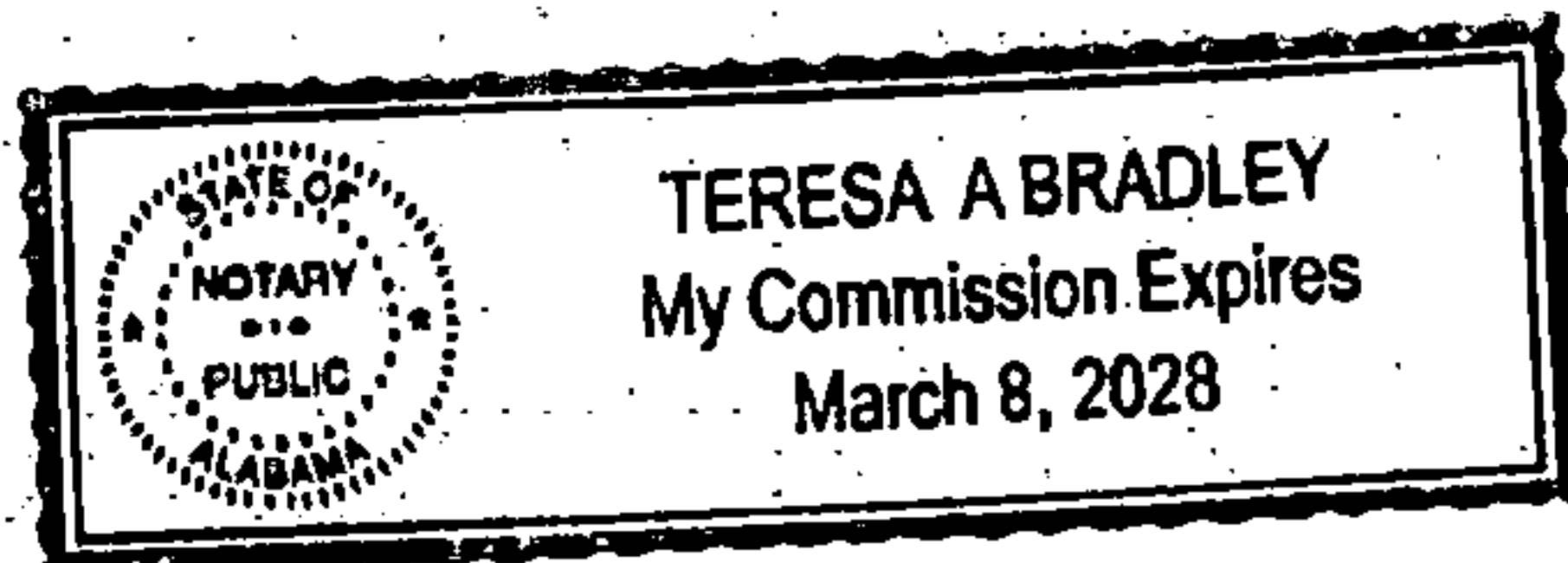
COUNTY OF JEFFERSON)

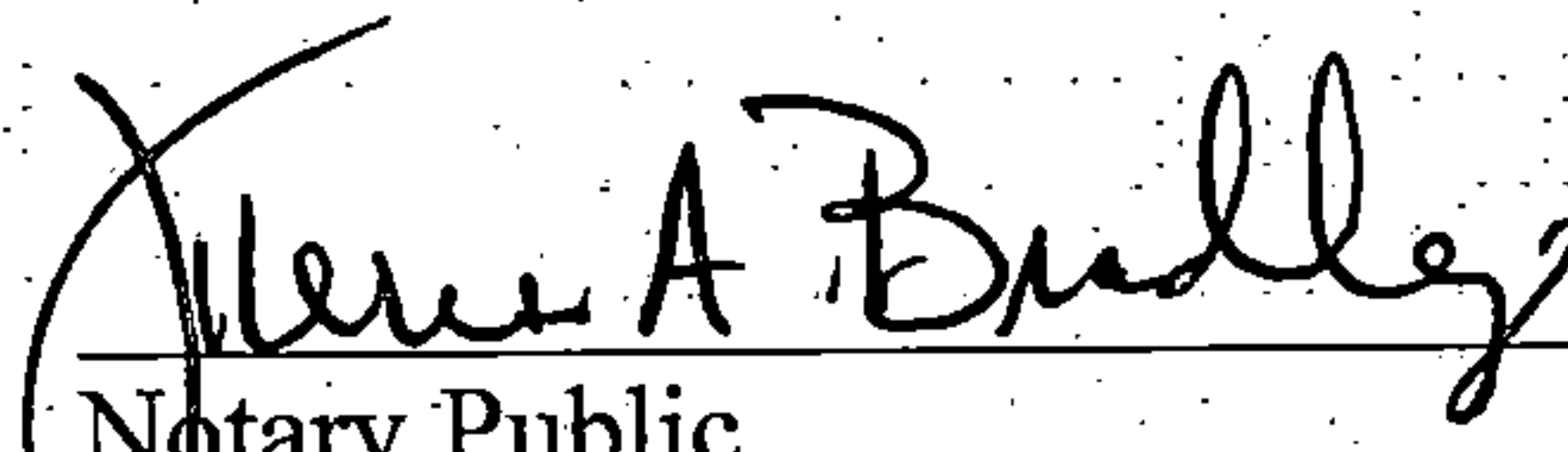


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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard J. Shea III, whose name as Manager of Shea Brothers, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 15th day of ^{August}~~June~~, 2025.




Notary Public

My Commission Expires: 3-8-2028

MORTGAGEE:

SERVISFIRST BANK,
an Alabama state banking corporation

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By: Matt Bontrager
Matt Bontrager
Its First Vice President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Matt Bontrager, whose name as First Vice President of ServisFirst Bank, an Alabama state 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 said instrument, he, as such First Vice 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 28th day of August, 2025.

Stormie Speaks
Notary Public

My Commission Expires: 2/18/26



Exhibit A

Legal Description



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603 20th Street South, Irondale, AL

The Land referred to herein below is situated in the County of Jefferson, State of Alabama, and is described as follows:

Lots 9 and 10, Block 3, according to the Survey of Centre Irondale, as recorded in Map Book 8, Page 53, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

609 20th Street South, Irondale, AL

The Land referred to herein below is situated in the County of Jefferson, State of Alabama, and is described as follows:

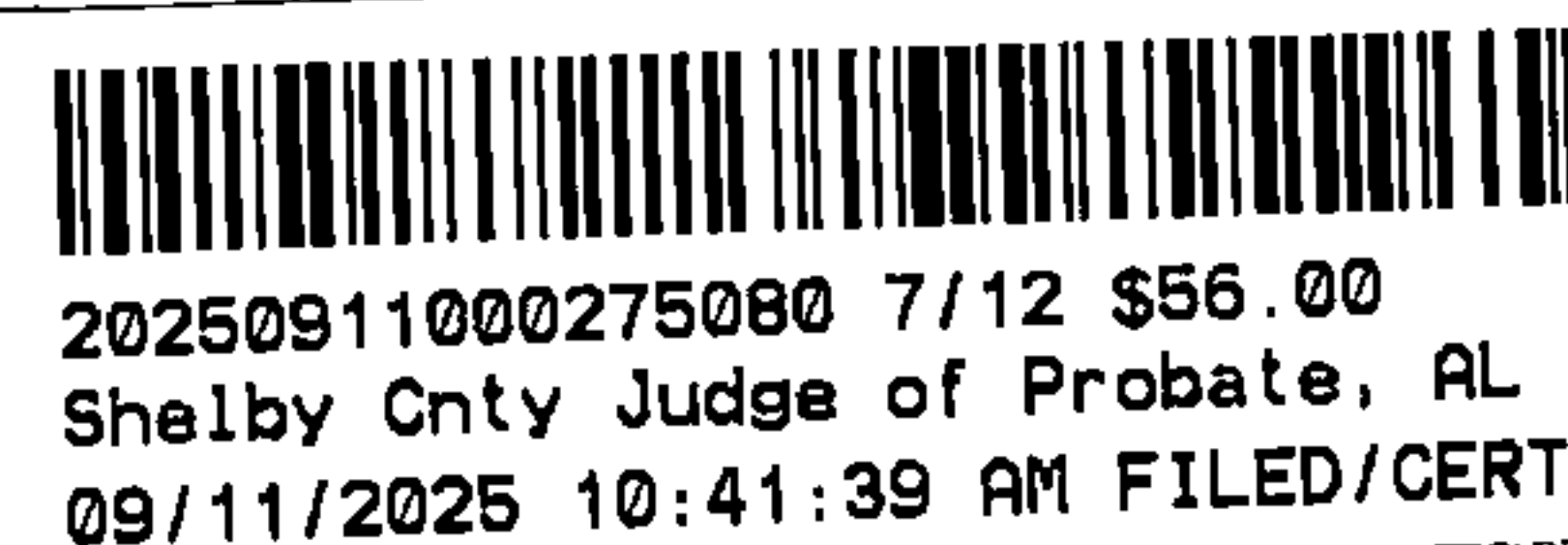
Part of the Southeast Quarter of the Southwest Quarter of Section 24, Township 17 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows:

Begin at the point of intersection with the Southerly line of 5th Terrace, Irondale (formerly known as North Avenue) with the East line of said quarter-quarter section and run thence Westwardly along the Southerly line of said 5th Terrace for a distance of 95 feet to the Northeast corner of Lot 1, in Block 3, as shown by the Map of Centre Irondale, as recorded in Map Book 8, Page 53, in the Probate Office of Jefferson County, Alabama; thence turn an angle of 91 degrees 56 minutes to the left and run Southwardly along the East line of said Lot 1, along said line extended and along the East line of Lot 10, in Block 3, as shown by said map, for a distance of 379.90 feet to a point on the Northerly line of 20th Street, Irondale; run thence Eastwardly along the Northerly line of said street for a distance of 96.14 feet to a point on the East line of said Quarter-Quarter section; run thence Northwardly along said East line for a distance of 391.86 feet to the Point of Beginning.

511 Vulcan Drive, Irondale, AL

The Land referred to herein below is situated in the County of Jefferson, State of Alabama, and is described as follows:

Lot B, according to the Survey of Alabama Metal Industries Subdivision, as recorded in Map Book 185, Page 99, in the Probate Office of Jefferson County, Alabama, Birmingham Division.



37408 Hwy 25 S. Warehouse & 100+ acres of land. Harpersville, AL

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

Lot 12, of the Property of Charles W. Mobley, as shown by Map recorded in Map Book 8, Page 124, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

And:

Tracts 10-A and 10-B of the Resurvey of Tracts 10 and 11, the Estate of Charles W. Mobley, as recorded in Map Book 10, Page 92 in the Probate Office of Shelby County, Alabama.

And also:

Tract 11, of the Resurvey of Tracts 10 and 11, The Estate of Charles W. Mobley, as recorded in Map Book 10, Page 92, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel: 17-2-04-0-000-004.010

Lot No. 9 of the property of Charles W. Mobley as shown on a plat prepared by Norman D. DeLoach, Alabama RLS No. 8760 dated May 2, 1983, and recorded in Map Book 8, Page 124, in the Probate Office of Shelby County, Alabama. Said property is located in Sections 3, 4 and 10, Township 20 South, Range 2 East. Being situated in Shelby County, Alabama.

Less and except one-half mineral and mining rights.

Parcel 17-2-04-0-000-004-013

Lot 13, according to the Survey of Charles W. Mobley Estate Subdivision, as shown by Map Book 8, Page 124, in the Probate Office of Shelby County, Alabama.

Exhibit B

Attached.



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STATE OF ALABAMA)

COUNTY OF JEFFERSON)

AFFIDAVIT



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Before me, the undersigned authority in and for said County in said State, personally appeared Richard J. Shea, Jr. and Richard J. Shea III, who being by me first duly sworn on oath as required by law, depose and say:

That Richard J. Shea, Jr. is the President of Morris-Shea Bridge Company, Inc., an Alabama corporation and Richard J. Shea III is the Manager of Shea Brothers, L.L.C., an Alabama limited liability company (collectively, "Mortgagor"), mortgagor and owner of the property described in and conveyed by the foregoing Mortgage, and as such they are authorized to make this affidavit, and that they make this affidavit on personal knowledge based on the books and records of said corporation and company;

That following recording of the Mortgage in Jefferson County, Alabama, Mortgages securing the same indebtedness will be filed in Shelby County, Alabama;

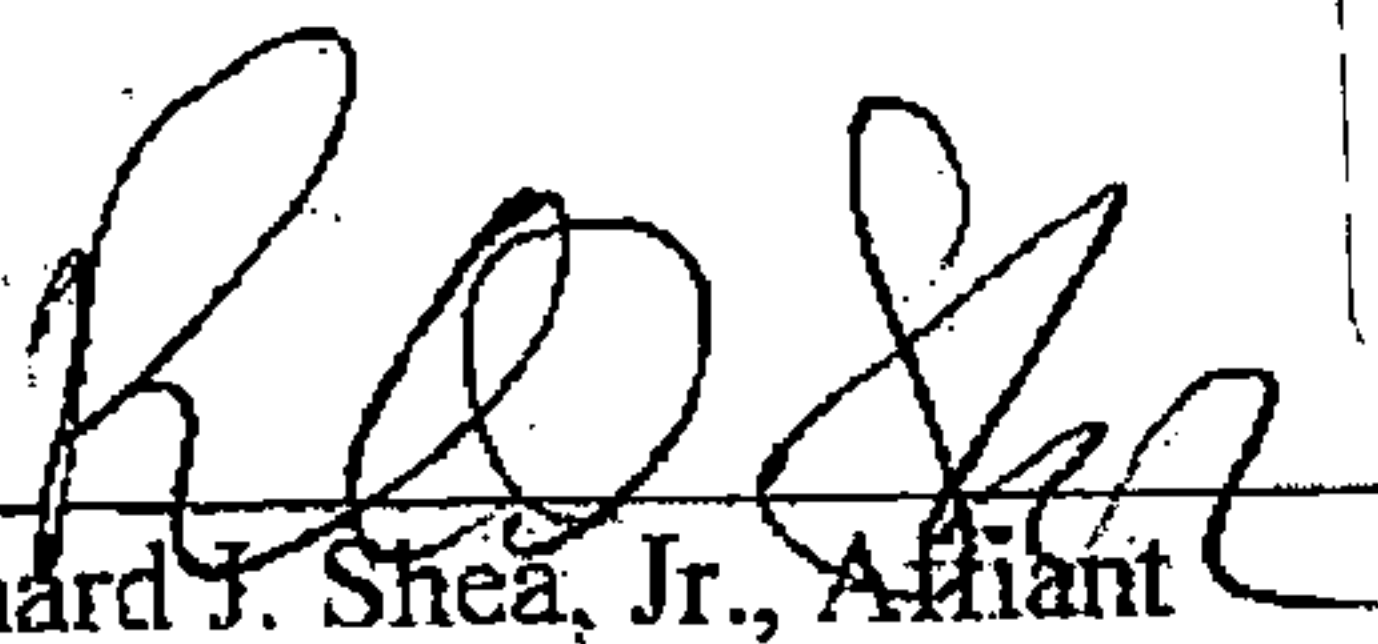
That attached to this affidavit as Schedule I is a schedule of the values of the Property located within the respective counties in the State of Alabama;

That such values of said Property were arrived at by Mortgagor in good faith and independent of considerations regarding the amount of recording privilege tax to be paid;

That the Affiant makes this affidavit in connection with recording the Mortgage in Jefferson County, Alabama, and enabling the Judge of Probate of Jefferson County to ascertain the proportion of mortgage recording privilege taxes to remit to the county treasurer of Shelby County pursuant to § 40-22-2(7) of the Code of Alabama (1975).

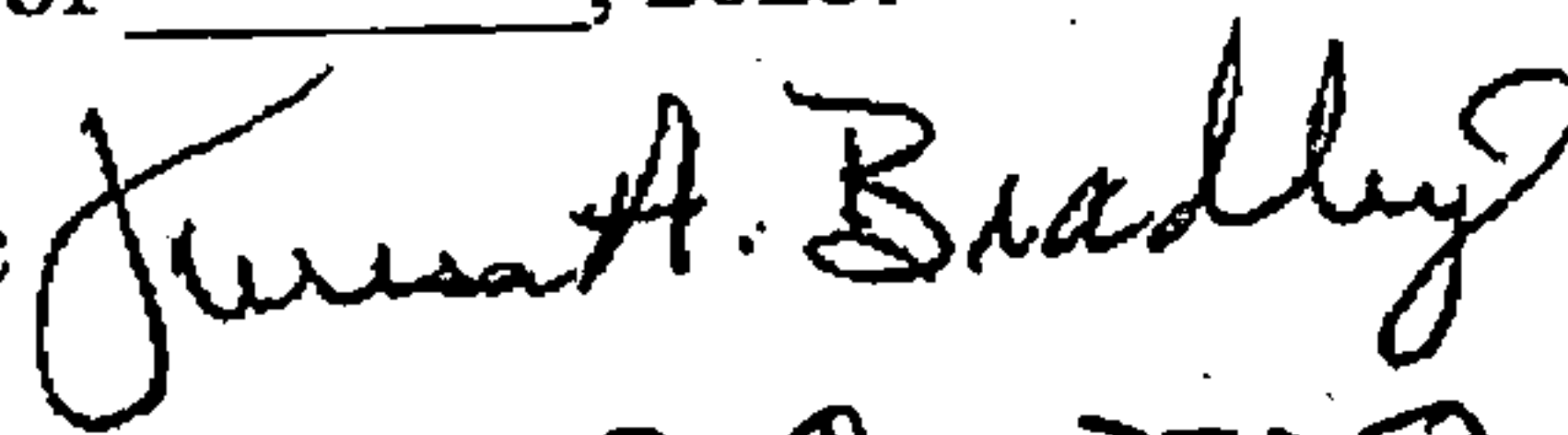


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Richard J. Shea, Jr., Affiant

Sworn to and subscribed before me this _____ day of _____, 2025.

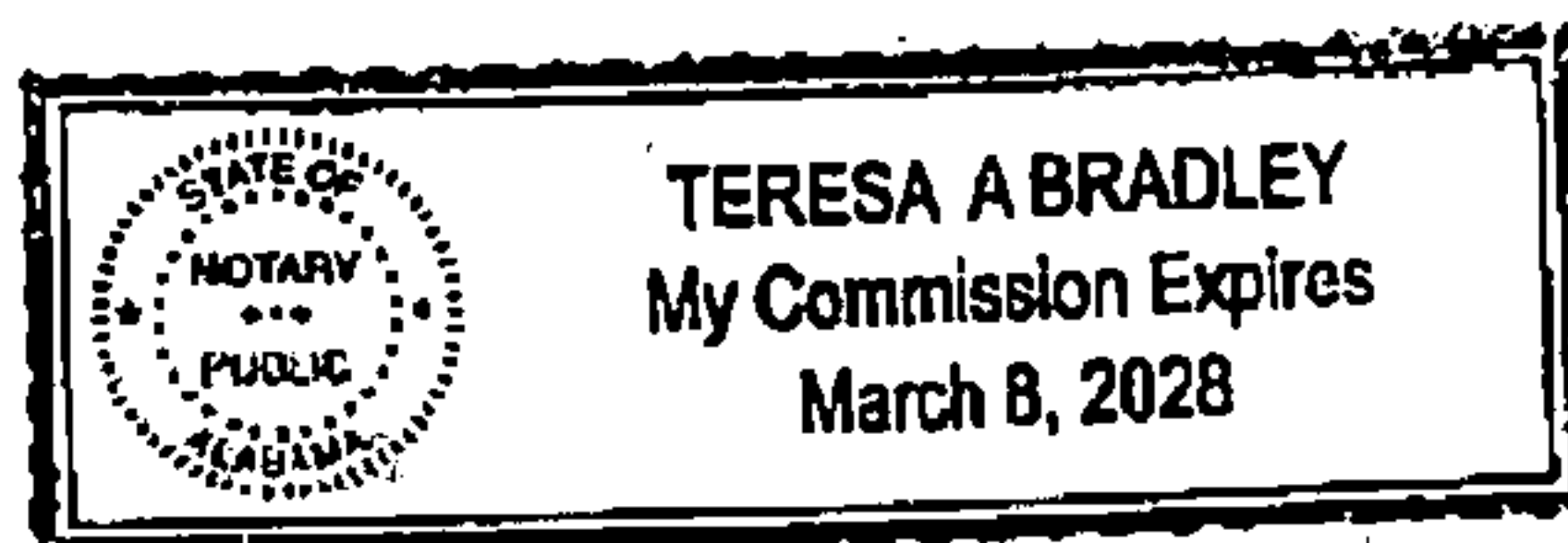


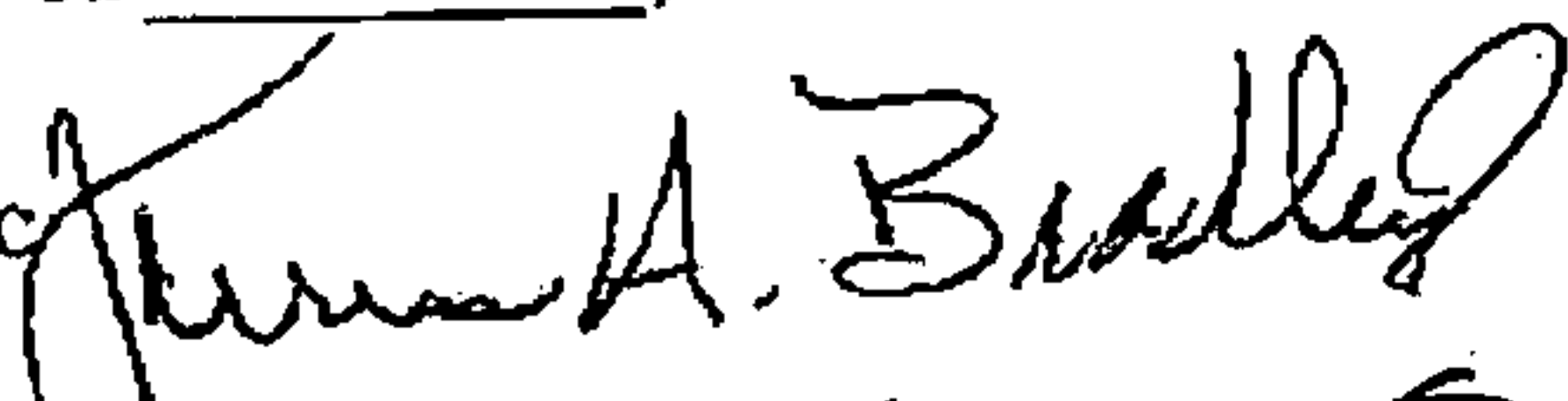
Notary Public 
My Commission expires: 3-8-2028

[SEAL]


Richard J. Shea III, Affiant

Sworn to and subscribed before me this _____ day of _____, 2025.



Notary Public 
My Commission expires: 3-8-2028

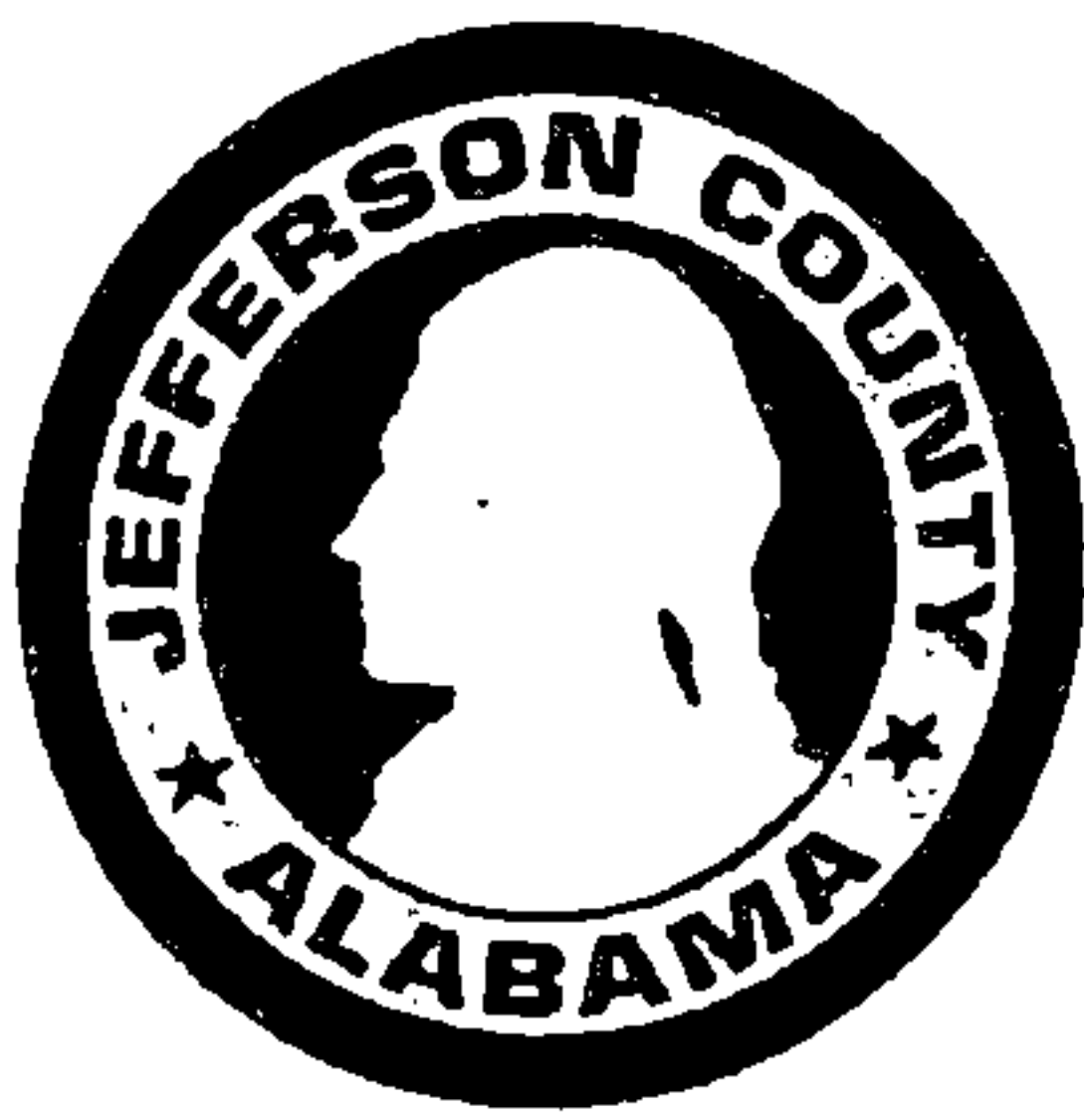
[SEAL]

SCHEDULE I



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<u>County</u>	<u>Valuation</u>	<u>Percentage of Valuation</u>
Jefferson	\$3,735,000.00	42.86%
Shelby	\$4,980,000.00	57.14%
Total:	<u>\$8,715,000.00</u>	<u>100%</u>



PROBATE COURT OF JEFFERSON COUNTY

1801 3rd AVENUE N, RM 101
BESSEMER, AL 35020
YASHIBA GLENN-BLANCHARD, JUDGE
Jameria Johnson Moore, Judge

JACQUELINE KNOX
DEPUTY PROBATE
JUDGE
BESSEMER DIVISION
205-481-4100
JUDICIAL
205-481-4102

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Date: September 5, 2025

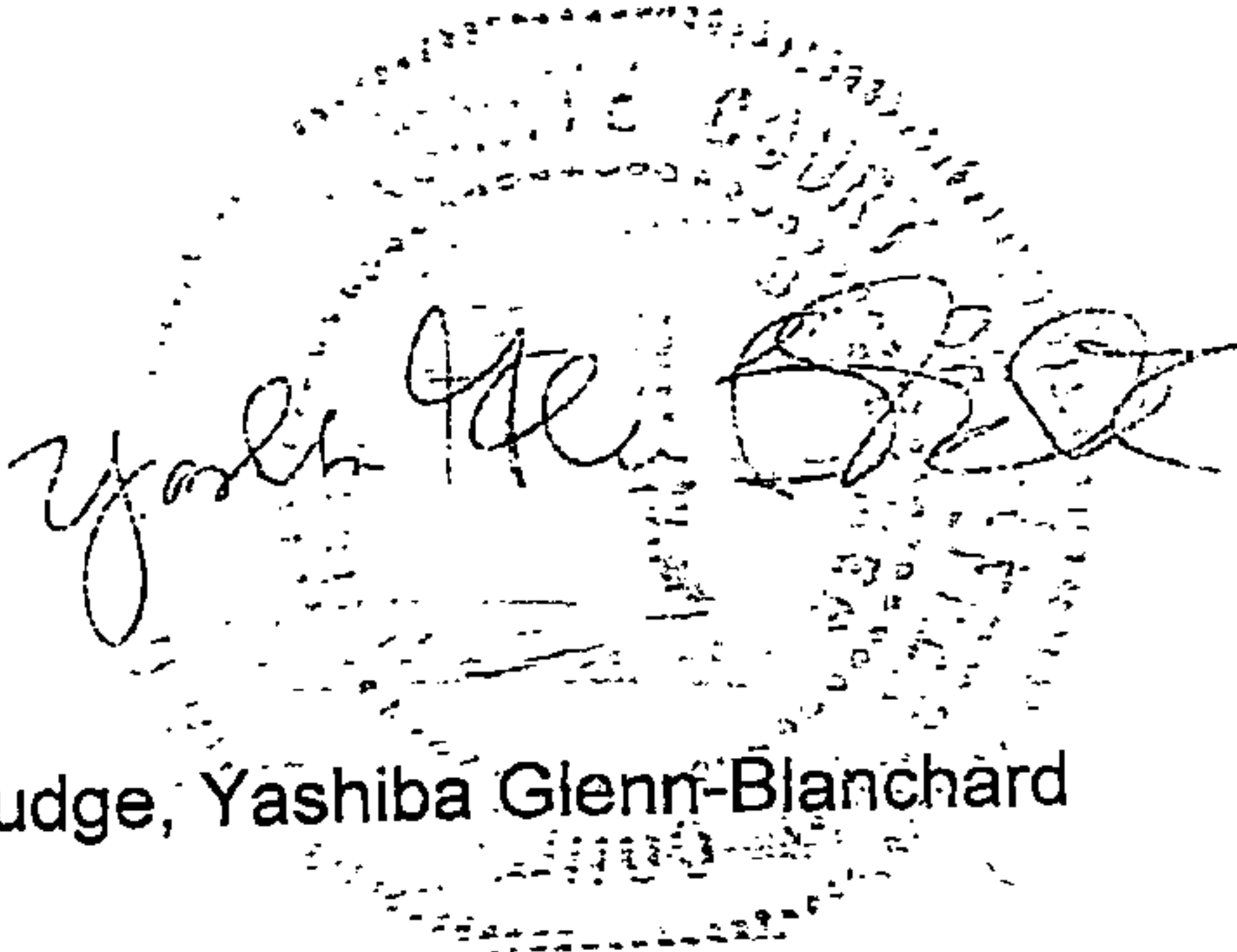
To Whom It May Concern:

I, Yashiba Glenn-Blanchard, Judge of Probate of Jefferson County, Alabama, do hereby certify that the Mortgage from **MORRIS-SHEA BRIDGE COMPANY, INC. and SHEA BROTHERS, LLC** to **SERVISFIRST BANK** was recorded in said county on the 5TH day of **SEPTEMBER 2025**, in Instrument #**2025082071**.

The total amount of tax collected was **\$4,650.00**.

Distributions to the following counties will be completed as follows:

Jefferson County – 42.86%
Shelby County – 57.14%


Judge, Yashiba Glenn-Blanchard