



20180529000185400 1/4 \$26.00
Shelby Cnty Judge of Probate, AL
05/29/2018 07:56:37 AM FILED/CERT

MORTGAGE MODIFICATION AGREEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

This Mortgage Modification Agreement ("Agreement") made this 10th day of May, 2018, between **NAP PROPERTIES, LLC**, an Alabama Limited Liability Company ("Borrower" or "Mortgagor") and **FIRST SOUTHERN BANK** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated March 20, 2018 and recorded in Instrument #20180327000101020 in the Office of the Judge of Probate of Shelby County, Alabama and, (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument, the real property described being set forth as follows:

Unit B, in Benson Greystone Centre, as established by that certain Declaration of Condominium of Benson Greystone Centre, which is recorded in Instrument 2001-40609, in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "B" thereto, said Plan being filed for record in map of Benson Greystone Centre recorded in Map Book 28, Page 139, to which said Declaration of Condominium, the By-Laws of Benson Greystone Centre Condominium Owners Association is attached as Exhibit "D", together with an undivided interest in the Common Elements assigned to said Unit by said Declaration of Condominium of Benson Greystone Centre Centre thereto.

ALSO TOGETHER WITH those certain easement rights granted by the Greystone Centre Declaration of Covenants, Conditions and Restrictions recorded in Instrument 1998-15030, in the Probate Office of Shelby County, Alabama.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to amend the legal description of the mortgage as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Plan of Benson Greystone Centre, a Condominium recorded in Map Book 28, Page 139, has been resurveyed and the property described hereinabove has been amended based on recording of the Final As-Built Condominium map for Benson Greystone Centre, as recorded in Map Book 49, Page 31, in the Probate Office of Shelby County, Alabama, amending the legal description of Unit B. The amended description of Unit B above is hereby amended to read:

CLAYTON J. WOODWARD, JUDGE OF PROBATE

Unit B-1, in Benson Greystone Centre, as established by that certain Declaration of Condominium of Benson Greystone Centre, which is recorded in Instrument 2001-40609, First Amendment to Declaration of Condominium as recorded in Instrument ~~*Inst. #~~ in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "B" thereto, said Plan being filed for record in map of Benson Greystone Centre recorded in Map Book 28, page 139, as amended by A Final As-Built Condominium Map for Benson Greystone Centre recorded in Map Book 49, Page 31, to which said Declaration of Condominium, the By-Laws of Benson Greystone Centre Condominium Owners Association is attached as Exhibit "D", together with an undivided interest in the Common Elements assigned to said Unit by said Declaration of Condominium of Benson Greystone Centre thereto.

*Inst. # 20180529000185370

ALSO TOGETHER WITH those certain easement rights granted by the Greystone Centre Declaration of Covenants, Conditions and Restrictions recorded in Instrument 1998-15030, in the Probate Office of Shelby County, Alabama.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 day from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand to the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under Security Instrument.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound, by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

20180529000185400 3/4 \$26.00
Shelby Cnty Judge of Probate, AL
05/29/2018 07:56:37 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned duly authorized Managing Member of the borrower/mortgagor has executed this mortgage modification agreement on this the 10th day of May, 2018.

BORROWER:
NAP Properties, LLC

Witness: Hillary Bulley

By: [Signature] (Seal)
Albert J. Trousdale, II
Its: Managing Member

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Albert J. Trousdale, II, whose name as Managing Member of NAP Properties, 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 managing member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

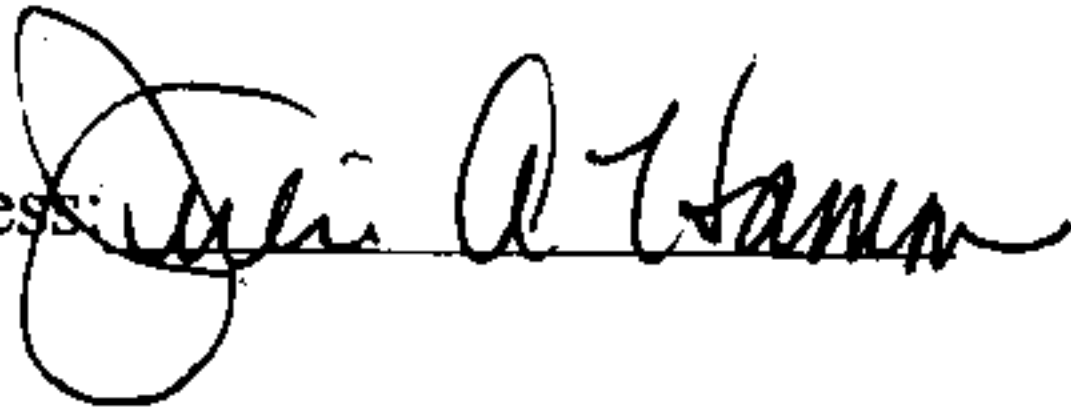
Given under my hand and official seal this 10th day of May, 2018.

[Signature]
Notary Public

My Commission expires: 1/21/19

IN WITNESS WHEREOF, the Lender through its duly authorized officer has consented to the filing of this mortgage modification agreement on this the 10th day of May, 2018.

Witness:



LENDER:

FIRST SOUTHERN BANK

By:



Frank Niedergeses

Its: Executive Vice-President/Senior Loan Officer

STATE OF ALABAMA)
LAUDERDALE COUNTY)


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank Niedergeses, whose name as Executive Vice-President/Senior Loan Officer of First Southern Bank, an Alabama state chartered bank, 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 officer and with full authority, executed the same voluntarily for and as the act of said state chartered bank.

Given under my hand and official seal this 10th day of May, 2018.


Notary Public

MY COMMISSION EXPIRES JULY 21, 2018

My Commission expires: _____


20180529000185400 4/4 \$26.00
Shelby Cnty Judge of Probate, AL
05/29/2018 07:56:37 AM FILED/CERT