


This instrument was prepared by  
and upon recording should be returned to:

Doug Flaum, Esq.  
Nelson Mullins Riley & Scarborough LLP  
201 17th Street, NW, Suite 1700  
Atlanta, Georgia 30363

  
20191213000461330 1/2 \$26.00  
Shelby Cnty Judge of Probate, AL  
12/13/2019 09:51:39 AM FILED/CERT

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )  
COUNTY OF SHELBY       )

### **MORTGAGE MODIFICATION AGREEMENT**

This Agreement, dated this **3rd day of December, 2019**, is by and between **BAY POINT CAPITAL PARTNERS, LP**, a Delaware limited partnership ("Lender") and **4G BP 2017, LLC**, an Alabama limited liability company ("Borrower").

WHEREAS, Borrower is indebted to Lender as evidenced by, among other things, various Promissory Notes, including, without limitation, certain Promissory Notes, dated as of the date hereof; and such indebtedness is secured by a Master Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement, dated as of June 30, 2017 on real property situated in Jefferson County, Alabama, and Shelby County, Alabama, such mortgage being recorded in Instrument no. 2017068174 filed for record on July 5, 2017 in the Office of the Judge of Probate, Jefferson County, Alabama, and Instrument no. 20170705000238140 filed for record on July 5, 2017 in the Office of the Judge of Probate, Shelby County, Alabama (as modified from time to time, the "Mortgage"); and

WHEREAS, Borrower and Lender desire to modify the terms of said Mortgage as set forth herein.

NOW, THEREFORE, for and in consideration of the premises, Borrower and Lender agree that the terms of the Mortgage are modified as follows:

**The following lot(s) shall be added to Exhibit "A" of the Mortgage as part of the "Land" as defined in the Mortgage, and constitute additional collateral for the foregoing indebtedness:**

**Lot 416, according to the Final Plat of the Mixed Use Subdivision of Lake Wilborn Phase 4B, as recorded in Map Book 50, Page 76, in the Probate Office of Shelby County, Alabama.**

Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY OMITTED]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the date first written above.

**4G BP 2017, LLC,**  
an Alabama limited liability company

By: 

Name: Clark Parker

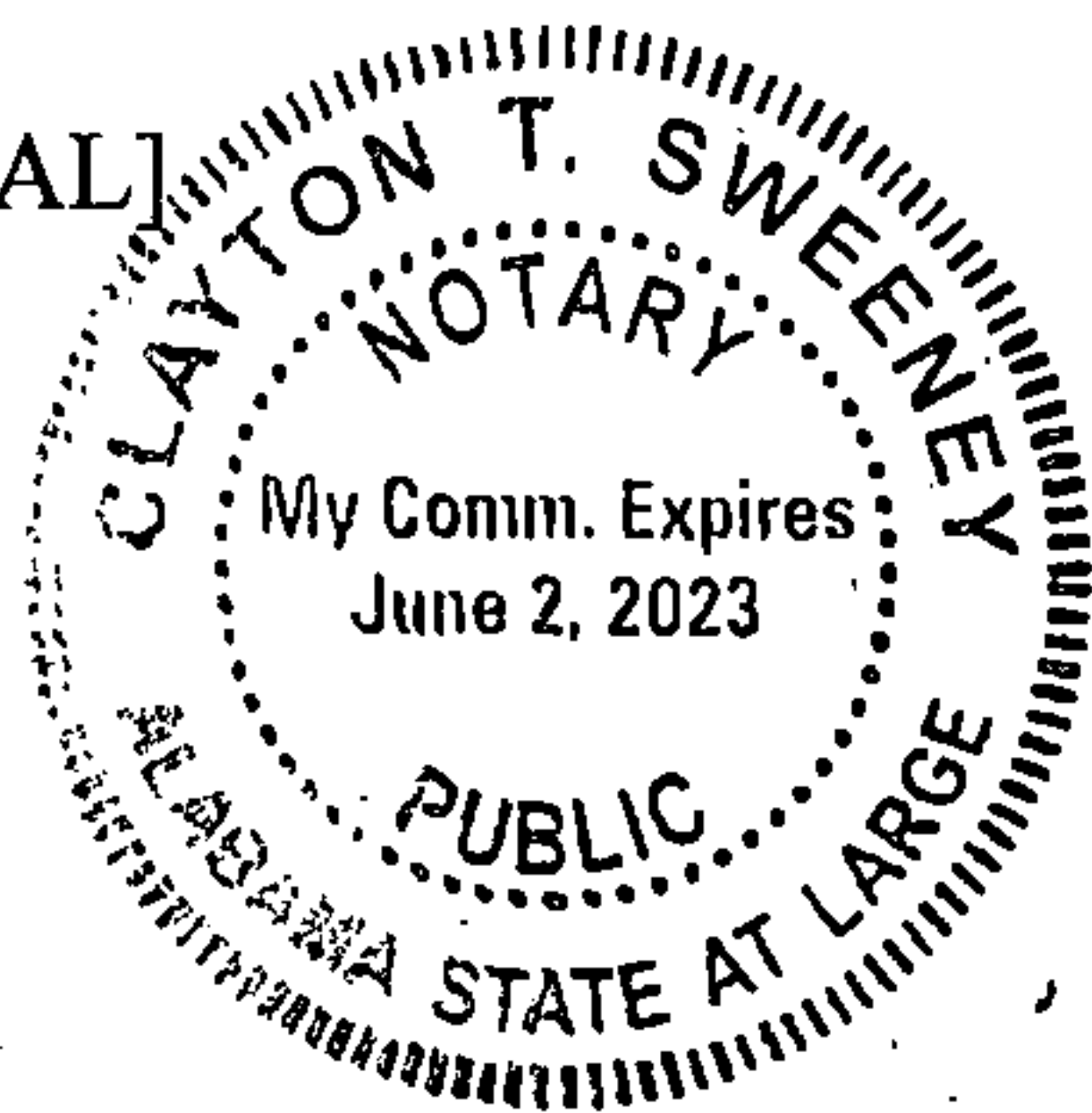
Title: Manager

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clark Parker, whose name as Manager of **4G BP 2017, 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 such instrument, he, as such Manager 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 the 3<sup>rd</sup> day of December, 2019.

[NOTARY SEAL]



  
Notary Public

My commission expires: 6-2-2023



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