

20200521000203160 1/7 \$42.00
Shelby Cnty Judge of Probate, AL
05/21/2020 09:33:00 AM FILED/CERT

2020 11927
Recorded in the Above
MORTGAGE Book & Page
03-24-2020 08:00:44 AM
Mike Bowline - Judge of Probate
St. Clair County, Alabama

Please cross reference to
Mortgage recorded in
Book 2019, Page 19855.

*This instrument prepared by
and when recorded return to:*
B. Christopher Battles
3150 Highway 52 West
Pelham, AL 35124

**THIS MODIFICATION IS BEING
RECORDED IN SHELBY COUNTY TO
MODIFY MORTGAGE RECORDED IN
INSTRUMENT NUMBER
20190621000221320 AND
INSTRUMENT NUMBER
20190910000332380.**

STATE OF ALABAMA)
COUNTY OF ST. CLAIR)

MORTGAGE TAX ON \$8,000,000.00 OF SECURED INDEBTEDNESS WAS PREVIOUSLY PAID UNDER THE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT DATED MAY 31, 2019, AND FILED WITH THE OFFICE OF THE JUDGE OF PROBATE OF ST. CLAIR COUNTY, ALABAMA, IN MORTGAGE BOOK 2019, PAGE 19855. MORTGAGE TAX ON \$8,000,000.00 OF SECURED INDEBTEDNESS WAS PREVIOUSLY PAID UNDER THE NOTE AND MORTGAGE MODIFICATION AND SPREADER AGREEMENT DATED AUGUST 20, 2019, AND FILED WITH THE OFFICE OF THE JUDGE OF PROBATE OF ST. CLAIR COUNTY, ALABAMA, IN MORTGAGE BOOK 2019, PAGE 33842. MORTGAGE TAX IN THE AMOUNT OF \$4,000,000.00 DUE ON THE INCREASE (AS DEFINED BELOW) IS BEING PAID UPON THE RECORDING OF THIS AGREEMENT. THE MATURITY DATE OF SUCH INDEBTEDNESS IS NOT BEING EXTENDED.

NOTE AND MORTGAGE MODIFICATION AND SPREADER AGREEMENT

THIS NOTE AND MORTGAGE MODIFICATION AND SPREADER AGREEMENT (this "Agreement") is made this 6th day of March, 2020, by and among SDH BIRMINGHAM LLC, a Georgia limited liability company, as mortgagor, whose address is 110 Village Trail, Suite 215, Woodstock, Georgia 30188, SDC GWINNETT LLC, a Georgia limited liability company, whose address is 110 Village Trail, Suite 215, Woodstock, Georgia 30188, Attention: Wendy G. Evans (together with Mortgagor, "Borrowers"), and REGIONS BANK, as mortgagee (in such capacity, together with its successors and assigns, "Mortgagee"), whose address is 1180 West Peachtree Street, Suite 900, Atlanta, Georgia 30309, Attention: Scott McLay.

WITNESSETH:

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Mortgage, Assignment of Rents and Leases and Security Agreement, dated as of May 31, 2019, and recorded in Mortgage Book 2019, Page 19855, in the Office of the Judge of Probate of St. Clair County, Alabama (together with all assignments, amendments, modifications, restatements, and supplements thereto, the "Mortgage"); and

WHEREAS, Borrowers have requested that Mortgagee extend an additional loan to Borrowers in the amount of \$4,000,000.00 (the "Increase"). Following the Increase, the total amount of the Loan will be \$20,000,000.00. Mortgagee has agreed to extend the Increase, on the terms and conditions herein stated;

WHEREAS, Borrowers now intend to amend the Note by increasing the principal amount thereof and to amend the Mortgage.

NOW THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers and Mortgagee agree as follows:

1. Borrowers hereby promise to pay the Increase to the order of Mortgagee. Accordingly, the Note is hereby amended to evidence the total principal amount of up to **\$20,000,000.00**. The Loan, as increased by the Increase, will continue to bear interest as set forth in that certain Secured Promissory Note (Alabama Sub-Note) dated as of May 31, 2019, among Borrowers and Mortgagee (as amended, modified, restated and supplemented from time to time, the "Loan Agreement"), and will continue to be payable in accordance with the terms of the Loan Agreement and the Note.

2. Except as expressly modified or amended herein, all of the terms and conditions of the Note and the Mortgage shall remain in full force and effect and are hereby ratified, affirmed, and approved.

3. Mortgagee may attach a copy of this Agreement to the Note, and all references hereinafter in any of the other Loan Documents (as defined in the Loan Agreement) shall be to the Note, as amended hereby. Mortgagee is authorized to type on the Note the following:


This Note has been amended by that certain Note and Mortgage Modification and Spreader Agreement dated as of March 6, 2020, entered into by and among SDH Birmingham LLC and Regions Bank, a copy of which Agreement is attached hereto and made a part hereof.

4. Borrowers acknowledge and agree that this Agreement is not indented to be, and shall not be deemed to or construed to be, a novation or release of the Note. Borrowers represent and warrant that they have no defenses, claims, or rights of setoff under the Note or the Mortgage as of the date hereof and agree that this Agreement is not to be construed as affecting the priority of the Mortgage with respect to the other Property (as defined in the Mortgage).

5. This Agreement shall be binding upon Borrowers and shall inure to the benefit of Mortgagee and its successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

20200521000203160 05/21/2020 09:33:00


20200521000203160 2/7 \$42.00
Shelby Cnty Judge of Probate, AL
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MORTGAGE
03-24-20



20200521000203160 3/7 \$42.00
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05/21/2020 09:33:00 AM FILED/CERT

20200521000203160 05/21/2020 09:33:00

IN WITNESS WHEREOF, the parties have caused this instrument to be executed, delivered and sealed by their duly authorized representatives as of day and year first above written.

MORTGAGOR:

SDH BIRMINGHAM LLC,
a Georgia limited liability company

By: Edward W. Kleid IV
Name: Edward W. Kleid, IV
Title: Senior Finance Manager

Mortgagor's Address for Notices:
110 Village Trail, Suite 215
Woodstock, Georgia 30188
Attention: Wendy G. Evans

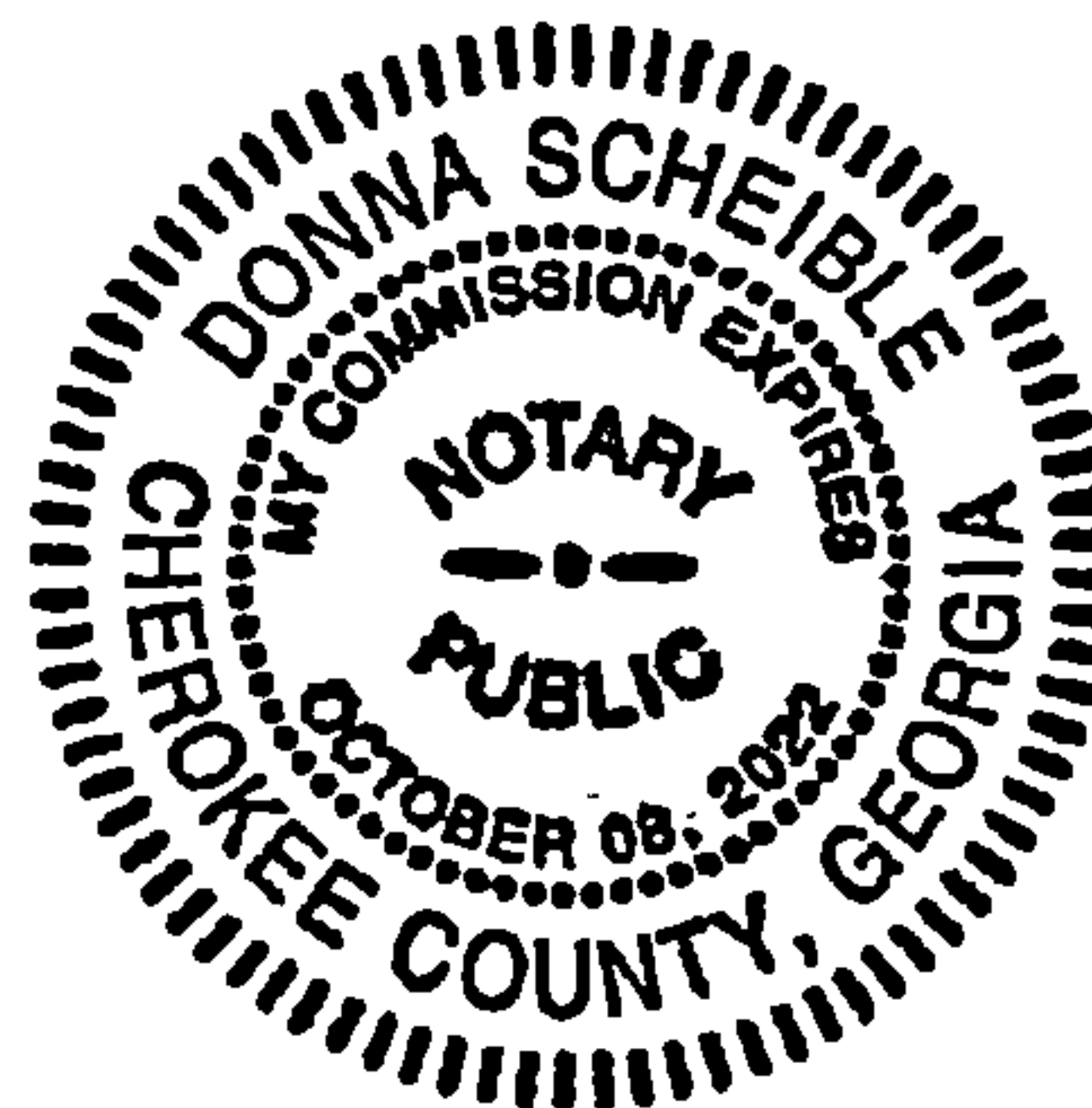
STATE OF GEORGIA)
 :
COUNTY OF CHEROKEE)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Edward W. Kleid, IV as Senior Finance Manager of SDH Birmingham LLC, a Georgia 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 said instrument, he as such officer and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 5th day of March, 2020.

[NOTARIAL SEAL]

Donna Scheible
NOTARY PUBLIC
My Commission Expires: 10-8-22



20200521000203160 05/21/2020

20200521000203160 4/7 \$42.00
Shelby Cnty Judge of Probate, AL
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2020 11930
Recorded in the Above
MORTGAGE Book & Page
03-24-2020 08:00:44 AM
Mike Bowling - Judge of Probate
St. Clair County, Alabama

MORTGAGEE:

REGIONS BANK

By: [Signature]
Name: SCOTT MCLAY
Title: VP

STATE OF Georgia
COUNTY OF Fulton

I, the undersigned Notary Public in and for said County, in said State, hereby certify that SCOTT MCLAY as 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 said instrument, s/he as such officer and with full authority, executed the same for and as the act of said banking corporation.

Given under my hand and official seal this 6 day of March, 2020.

[NOTARIAL SEAL]

[Signature]
NOTARY PUBLIC
My Commission Expires: _____



Book/Pg: 2020/11927
Term/Cashier: 5 PC-PROB-REC-02 / dwyatt
Tran: 11390.299741.428513
Recorded: 03-24-2020 08:00:44 AM
CER Certification Fee 3.00
MTG Mortgage Tax 6000.00
PJF Special Index Fee 5.50
REC Recording Fee 14.00
Total Fees: \$ 6022.50



MIKE BOWLING
JUDGE OF PROBATE
ST. CLAIR COUNTY

AMANDA J. FREE
CHIEF CLERK

PELL CITY, ALABAMA 35125
(205) 338-2774
FAX (205) 884-0086

CERTIFICATE FOR PAYMENT OF MORTGAGE TAX

TO: Judge of Probate
_____ COUNTY

I, the undersigned, do hereby certify that the following mortgage recording taxes were paid in this office:

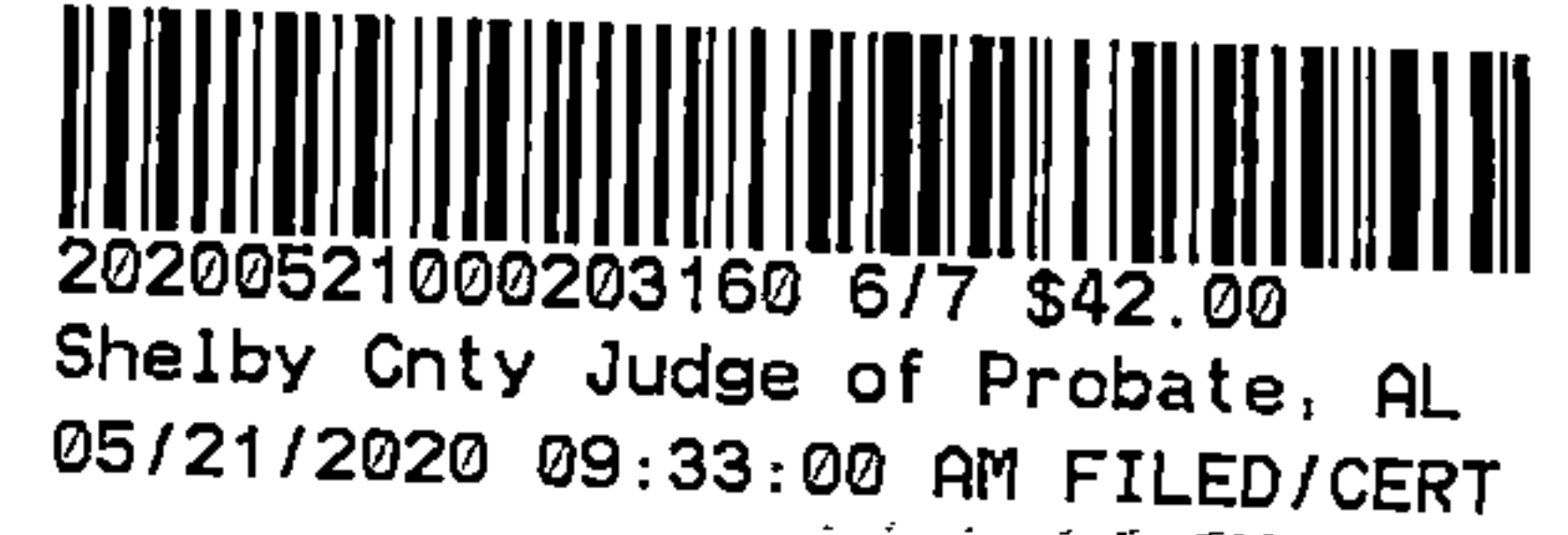
Total Collected: (100%) \$12,000.00
Recording: Recorded June 7, 2019
Mortgage Vol. 2019 Page 19855

Mortgagor: SDH BIRMINGHAM LLC
Mortgagee: Regions Bank
Loan Amount: \$8,000,000.00
Dated: May 31, 2019

Mike Bowling,
Judge of Probate
MB/HW

For Distribution: _____% of property in St. Clair County and _____% is in
Shelby County and _____% is in Talladega County.

20200521000203160 5/7 \$42.00
Shelby Cnty Judge of Probate, AL
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MIKE BOWLING

JUDGE OF PROBATE
ST. CLAIR COUNTY

AMANDA J. FREE
CHIEF CLERK

PELL CITY, ALABAMA 35125
(205) 338-2774
FAX (205) 884-0086

CERTIFICATE FOR PAYMENT OF MORTGAGE TAX

TO: Judge of Probate
_____ COUNTY

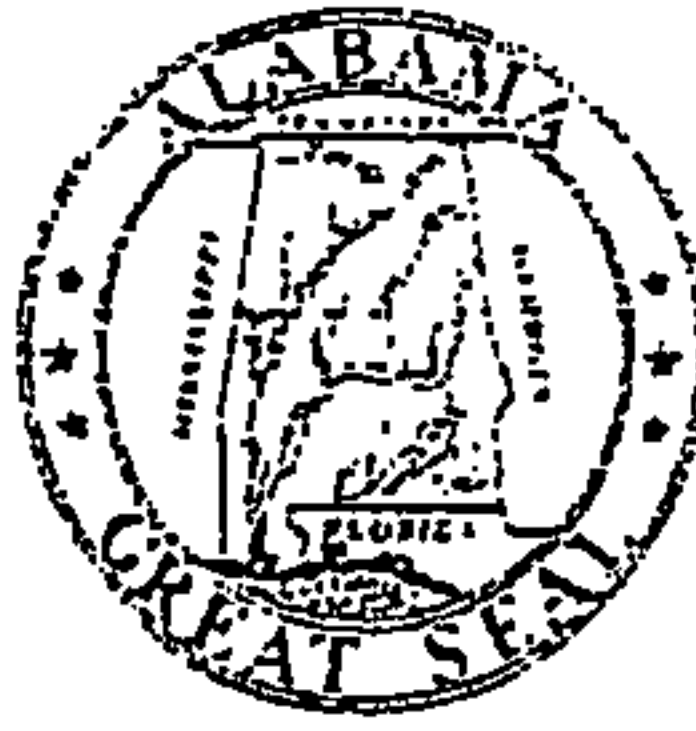
I, the undersigned, do hereby certify that the following mortgage recording taxes were paid in this office:

Total Collected: (100%) \$12,000.00
Recording: Recorded September 5, 2019
Mortgage Vol. 2019 Page 33842

Mortgagor: SDH BIRMINGHAM LLC
Mortgagee: Regions Bank
Loan Amount: \$8,000,000.00
Dated: August 20, 2019

Mike Bowling,
Judge of Probate
MB/HW

For Distribution: _____% of property in St. Clair County and _____% is in
Shelby County and _____% is in Talladega County.



MIKE BOWLING
JUDGE OF PROBATE
ST. CLAIR COUNTY

20200521000203160 7/7 \$42.00
Shelby Cnty Judge of Probate, AL
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AMANDA J. FREE
CHIEF CLERK

PELL CITY, ALABAMA 35125
(205) 338-2774
FAX (205) 884-0086

CERTIFICATE FOR PAYMENT OF MORTGAGE TAX

TO: Judge of Probate
_____ COUNTY

I, the undersigned, do hereby certify that the following mortgage recording taxes were paid in this office:

Total Collected: (100%) \$6,000.00
Recording: Recorded March 24, 2020
Mortgage Vol. 2020 Page 11927

Mortgagor: SDH BIRMINGHAM LLC
Mortgagee: Regions Bank
Loan Amount: \$4,000,000.00
Dated: March 6, 2020

Mike Bowling,
Judge of Probate
MB/HW

For Distribution: _____% of property in St. Clair County and _____% is in
Shelby County and _____% is in Talladega County.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/21/2020 09:33:00 AM
\$42.00 JESSICA
20200521000203160

Alvin S. Bayl