

This instrument prepared by:

First Commercial Bank

800 Shades Creek Parkway

Birmingham, AL 35209

Inst # 1998-40102

STATE OF ALABAMA)

JEFFERSON COUNTY)

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this 26TH day of AUGUST, 1998, by and between CAMDEN COVE, L. L. C. (herein referred to as "Mortgagor") and FIRST COMMERCIAL BANK (hereinafter referred to as "Bank").

WITNESSETH:

WHEREAS, CAMDEN COVE, L. L. C. (hereinafter referred to as "Borrower"), executed a promissory note to Bank in the original amount of SIX HUNDRED THOUSAND DOLLARS AND NO/100 Dollars (hereinafter referred to as the "Note"); and

WHEREAS, to secure the Note, Mortgagor executed a Mortgage (hereinafter referred to as the "Mortgage") to Bank which was dated JUNE 3, 1998, and recorded in the Probate Office of SHREVE County, Alabama in 1998 Book 22863, at Page _____; and

WHEREAS, Borrower desires to borrow an additional SIX HUNDRED THOUSAND DOLLARS AND NO /100 Dollars from Bank, and Borrower has agreed to execute and deliver to Bank as evidence of such additional loan (mark one):

- ☐ a Note Modification Agreement that amends the Note,
- ☐ an additional promissory note in the principal amount of the additional loan,
- ☒ a new Note, in the principal sum of \$ 1,200,00.00, in amendment of and in replacement and substitution for the original Note,

of even date herewith; and

WHEREAS, Bank is willing to lend such additional sum to Borrower on condition, among others, that Mortgagor execute and deliver this Mortgage Modification Agreement.

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10:20 AM CERTIFIED
SHREVE COUNTY JUDGE OF PROBATE
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NOW, THEREFORE, in consideration of the additional loan made by Bank to Borrower and other valuable consideration, receipt of which is hereby acknowledged, Mortgagor and Bank agree that the Mortgage secures the payment as and when due of the principal sum of One Million Two Hundred Thousand No 100 Dollars (\$1,200,000.00), as evidenced by the Note or Notes described above, together with any note or notes hereafter delivered in extension or renewal of, or in substitution for, any of the foregoing, and all interest now or hereafter owed or accruing on all of the foregoing.

Mortgagor and Bank agree that all other terms of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused their seals to be affixed hereto on the day and year first above written.

Camden Cove, LLC
By: Donnie Tucker Investments of Alabama, Inc. (Seal) Member

Mortgagor Donnie Tucker, President

By: Builders Group, Inc., Member

Thomas A. Davis
Mortgagor Thomas A. Davis, President

Witness(es)

ATTEST:

By: _____

By: _____

• As Its: _____

STATE OF ALABAMA }
JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Donnie Tucker, whose name as President of Tucker Investments of Alabama, Inc., a Member of Camden Cove LLC, a limited liability company, is signed to the foregoing instrument, and who is know to me, acknowledged before me on this day that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 21st day of August, 1998.

Traey A. Cron

Notary Public

My Commission Expires: 3-25-98

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10/14/1998-40102
10:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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STATE OF ALABAMA }
JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Thomas A. Davis, whose name as President of Builders Group, Inc., a Member of Camden Cove, LLC, a limited liability company, is signed to the foregoing instrument, and who is know to me, acknowledged before me on this day that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 21st day of August, 1998.

Traey A. Cron

Notary Public

My Commission Expires: 3-25-99