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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (“**Agreement**”) is made for the purpose of modifying the mortgage executed on April 1, 2011 by and between Craft Investment Properties, LLC (“**Mortgagor**”) and Chelsea Tire Investments, LLC (“**Lender**”), recorded on April 4, 2011 as Instrument Number 20110404000102910 in the office of the Judge of Probate of Shelby County, Alabama (the “**Existing Mortgage**”).

RECITALS

- A. Mortgagor is indebted to Lender in the original principal sum of Six Hundred Thousand Dollars (\$600,000.00) (the “**Loan**”) and Mortgagor and Lender mutually desire to modify the security for the Loan as provided herein.
- B. The Loan originally was secured by a parcel of land referred to in this Agreement as “Lot 1” and more particularly described as:

Lot 1, Block 000, according to the Survey of the Chesser Subdivision, as recorded in Map Book 39, Page 36 in the Shelby County, Alabama Probate Office.

- C. Mortgagor and Lender mutually agree to substitute as security for the Loan a portion of Lot 1 referred to herein as “Lot 1A” and commonly referred to as the “Chelsea Tire Property,” described more particularly as:

Lot 1A

BEGIN at the SE Corner of above said Lot 1, said point being the POINT OF BEGINNING; thence N82°58'32"W, a distance of 180.82'; thence N14°20'37"W, a distance of 172.88' to the Southerly R.O.W. line of Chesser Drive, said point also being the beginning of a non-tangent curve to the right, having a radius of 2254.58, a central angle of 00°56'28", and subtended by a chord which bears N76°07'14"E, and a chord distance of 37.04'; thence along the arc of said curve and said R.O.W. line, a distance of 37.04'; thence N75°39'38"E and along said R.O.W. line, a distance of 146.81'; thence



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S10°38'05"E and leaving said R.O.W. line, a distance of 238.95' to the POINT OF BEGINNING.

Said Parcel containing 0.84 acres, more or less.

- D. CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND MORTGAGOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED _____, 2016.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

IN WITNESS WHEREOF, Mortgagor and Lender have executed this Agreement or caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

MORTGAGOR:

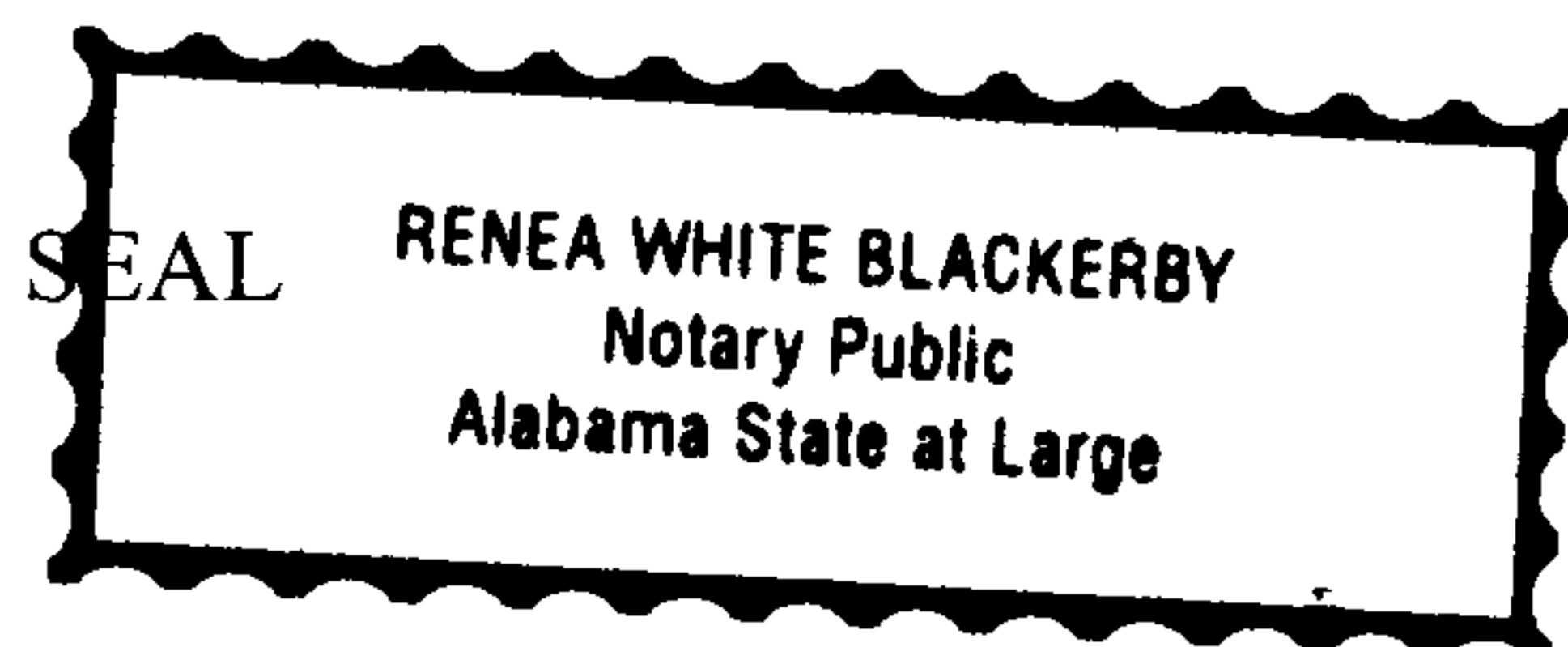
CRAFT INVESTMENT PROPERTIES, LLC

By: John R. Craft
Its: managing member

STATE OF ALABAMA)
COUNTY OF Shelby)

The undersigned, a Notary Public in and for said County, in said State, hereby certifies that Harold Ridgeway, whose name as Harold Ridgeway, 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 this instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 17th day of May, 2016.



Renée White Blackerby
Notary Public

EXP: January 15, 2020

My commission expires: _____

LENDER:

CHELSEA TIRE INVESTMENTS, LLC

By: Harold Ridgeway
Its: managing member

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