

This Instrument Prepared By:



HARPOLE LAW, LLC

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STATE OF ALABAMA

SHELBY COUNTY

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**MORTGAGE MODIFICATION AGREEMENT
(ADDITION OF COLLATERAL AND EXTENSION OF
MATURITY DATE)**

THIS MORTGAGE MODIFICATION AGREEMENT, made by and entered into on the 31 of August, 2016, by JPM INVESTMENT PROPERTIES, LLC, an Alabama limited liability company, (hereinafter "Mortgagor") and BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (hereinafter "Mortgagee").

WHEREAS, the Mortgagor obtained a loan from Mortgagee, in the principal amount of \$769,250.00, as evidenced by a Promissory Note dated October 5th, 2015 (the "Note").

WHEREAS, said Note is secured by a Mortgage dated October 5th, 2015, in the amount of \$769,250.00 executed by Mortgagor and delivered to Mortgagee, as Lender, and recorded as Instrument Number 2015006000350810, (hereinafter, the "Mortgage") encumbering certain property lying and being in Shelby County, Alabama.

WHEREAS, the parties desire that the Note and Mortgage be modified to encumber additional real property as collateral and extend the maturity date; and

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the parties hereby agree to extend the maturity date of the Note and the Mortgage to August 28th, 2018. In addition the parties hereby agree to amend the Mortgage to add additional collateral and the Mortgagor hereby irrevocably mortgages, grants and conveys to Mortgagee, with power of sale, the following described property (the "Property"):

SEE ATTACHED EXHIBIT "A"

Together with all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

All other terms and conditions of the Note and Mortgage shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date hereof.

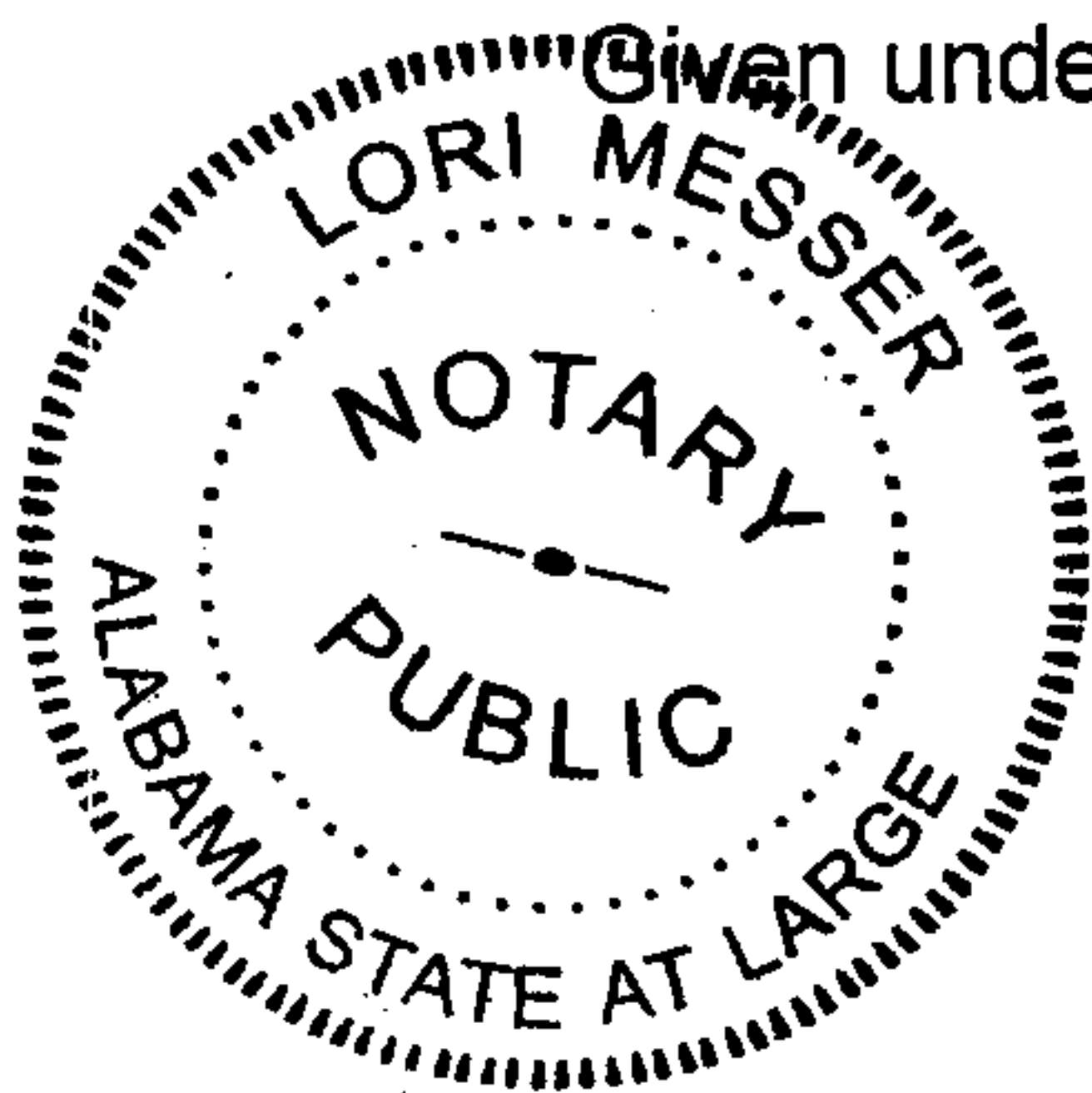
**JPM INVESTMENT PROPERTIES, LLC, an
Alabama Limited Liability Company**

BY: *Jeffrey O. Miller*
Jeffrey O. Miller
Its: Member and Manager

STATE OF ALABAMA §
 § ss.
Shelby COUNTY §

I, the undersigned notary public in and for said county in and for said state, hereby certify that, JEFFREY O. MILLER, whose name as Member and Manager, on behalf of JPM INVESTMENT PROPERTIES, LLC, 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 foregoing instrument, he as such Member and Manager and with full authority, executed the same voluntarily, for and as the act of JPM INVESTMENT PROPERTIES, LLC, on the day the same bears date.

Given under my hand and official seal on this the 31 day of August, 2016.



Lori Messer
Notary Public
My Commission Expires May 6, 2018

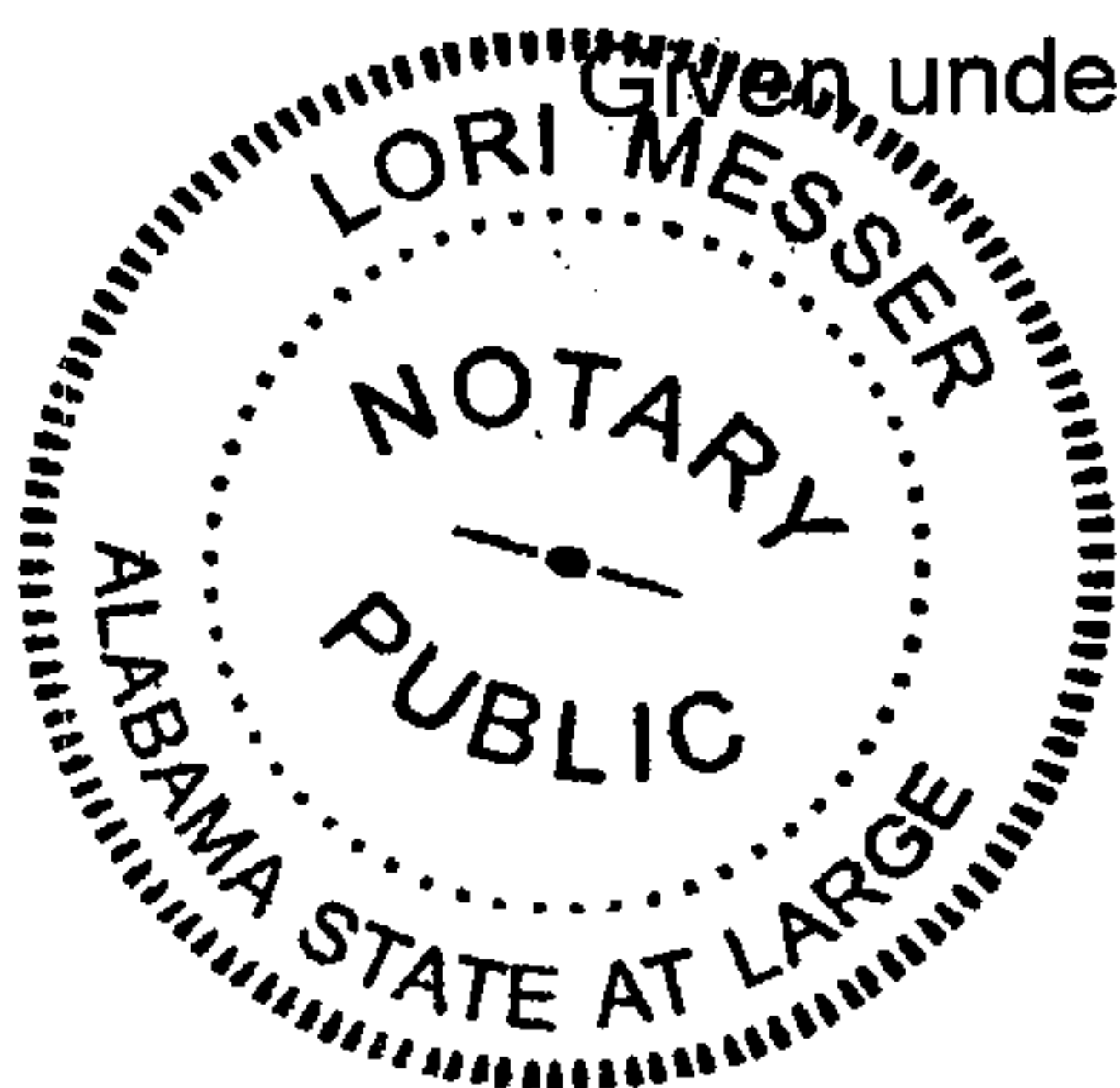
**BRANCH BANKING AND TRUST COMPANY, a
North Carolina banking corporation**

BY: *Joshua Petty*
Joshua Petty
ITS: SNP

STATE OF ALABAMA §
 § ss.
Shelby COUNTY §

I, the undersigned notary public in and for said county in and for said state, hereby certify that, Joshua Petty, whose name as SNP, on behalf of BRANCH BANKING AND TRUST 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 foregoing instrument, he/she as such SNP and with full authority, executed the same voluntarily, for and as the act of BRANCH BANKING AND TRUST COMPANY, on the day the same bears date.

Given under my hand and official seal on this the 31 day of August, 2016.



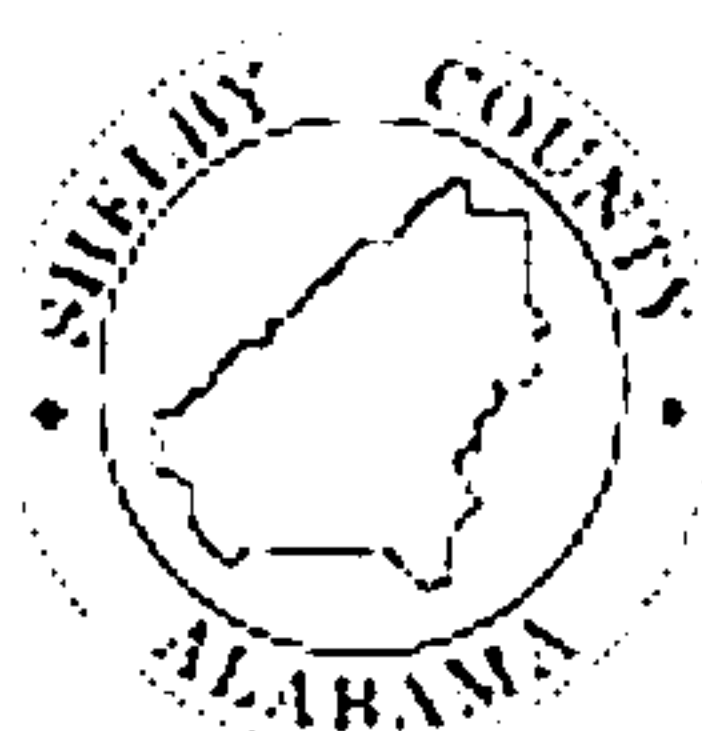
Lori Messer
Notary Public
My Commission Expires May 6, 2018

Exhibit A

Part of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Northeast corner of the SE 1/4 of the NW 1/4 of said Section 14, run in a Westerly direction along the North line of said 1/4 1/4 Section for a distance of 338.75 feet; thence 90 deg. left in a Southerly direction for a distance of 549.07 feet, more or less, to a point on the South right of way line of Industrial Park Drive, said point being the point of beginning of a curve, said curve being concave in a Southerly direction and having a central angle of 21 deg. 09 min. 31 sec. and a radius of 242.71 feet; thence turn an angle to the left and run along the arc of said curve in an Easterly direction for a distance of 89.63 feet to a point of reverse curve; said second curve being concave in a Northerly direction and having a central angle of 18 deg. 15 min. and a radius of 647.58 feet; thence turn an angle to the left and run along the arc of said curve in an Easterly direction and along the South right of way line of Industrial Park Drive for a distance of 206.27 feet to the end of said curve; thence continue in an Easterly direction along the South right of way line of Industrial Park Drive and along a line tangent to the end of said curve for a distance of 225.00 feet to an existing iron pin being the point of beginning of a curve, said curve being concave in a Southerly direction and having a central angle of 5 deg. 37 min. and a radius of 2013.57 feet; thence turn an angle to the right and run along the arc of said curve and along the Southerly right of way line of Industrial Park Drive for a distance of 197.39 feet to the point of ending of said curve; thence run in an Easterly direction along the Southerly right of way line of said Industrial Park Drive and along a line tangent to the end of said curve for a distance of 80.20 feet to the point of beginning; thence continue along last mentioned course and in an Easterly direction for a distance of 24.60 feet to the point of beginning of a new curve, said new curve being concave in a Northerly direction and having a central angle of 5 deg. 12 min. and a radius of 2227.17 feet; thence turn an angle to the left and run along the arc of said curve and along the

Southerly right of way line of Industrial Park Drive for a distance of 202.13 feet to a point of reverse curve, said newest curve being concave in a Southwesterly direction and having a central angle of 90 deg. and a radius of 25.0 feet; thence turn an angle to the right and run in an Easterly and Southeasterly and Southerly direction and along the arc of said curve for a distance of 39.27 feet to an existing nail being on the West right of way line of Parker Drive; thence run in a Southerly direction along the West right of way line of said Parker Drive and along a line tangent to the end of said curve for a distance of 342.57 feet to an existing PK nail and being the point of beginning of a new curve, said newest curve being concave in an Easterly direction and having a central angle of 14 deg. 00 min. and a radius of 1077.66 feet; thence turn an angle to the left and run along the arc of said curve in a Southerly direction and being the West right of way line of said Parker Drive for a distance of 263.32 feet to a point of reverse curve, said latest curve being concave in a Westerly direction and having a central angle of 39 deg. 44 min. 05 sec. and a radius of 80.62 feet; thence turn an angle to the right and run along the arc of said curve in a Southerly direction and being the West right of way line of said Parker Drive for a distance of 55.91 feet to a point of intersection with the Northeast right of way line of the Atlantic Coastline Railroad right of way and being marked by an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (116 deg. 36 min. 15 sec. from the chord of last mentioned curve) and run in a Northwesterly direction along the Northeast right of way line of said Atlantic Coastline Railroad right of way for a distance of 662.20 feet; thence turn an angle to the right of 86 deg. 54 min. 44 sec. and run in a Northeasterly direction for a distance of 175.0 feet; thence turn an angle to the right of 87 deg. 15 min. and run in a Southeasterly direction for a distance of 75.0 feet; thence turn an angle to the left of 86 deg. 25 min. 07 sec. and run in a Northeasterly direction for a distance of 254.36 feet, more or less, to the point of beginning.



Filed and Recorded
 Official Public Records
 Judge James W. Fuhrmeister, Probate Judge,
 County Clerk
 Shelby County, AL
 09/01/2016 03:51:10 PM
 \$21.00 JESSICA
 20160901000318600