



20161012000373810 1/5 \$222.00
Shelby Cnty Judge of Probate, AL
10/12/2016 09:11:50 AM FILED/CERT

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This instrument was prepared by DAVID MCCULLUM, FIRST UNITED SECURITY BANK , 131 WEST FRONT STREET ,
P O BOX 249, THOMASVILLE , AL 36784

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 12, 2016. The parties and their addresses are:

MORTGAGOR:

HILLSIDE PARTNERS LLC
An Alabama Limited Liability Company
1616 2ND AVENUE SOUTH SUITE 100
BIRMINGHAM, AL 35233-0000

LENDER:

FIRST US BANK
Organized and existing under the laws of Alabama
131 West Front Street
PO Box 249
Thomasville, AL 36784

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated NOVEMBER 4, 2014 and recorded on NOVEMBER 7, 2014 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at INST# 20141107000352210 and covered the following described Property:

SEE EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

The property is located in SHELBY County at 224 FIRST STREET NORTH , ALABASTER , Alabama 35007.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

Loan amount being increased by \$130,000.00

HILLSIDE PARTNERS LLC
Alabama Real Estate Modification
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(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 860003045, dated November 4, 2014, from Mortgagor to Lender, with a modified loan amount of \$1,537,660.82.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

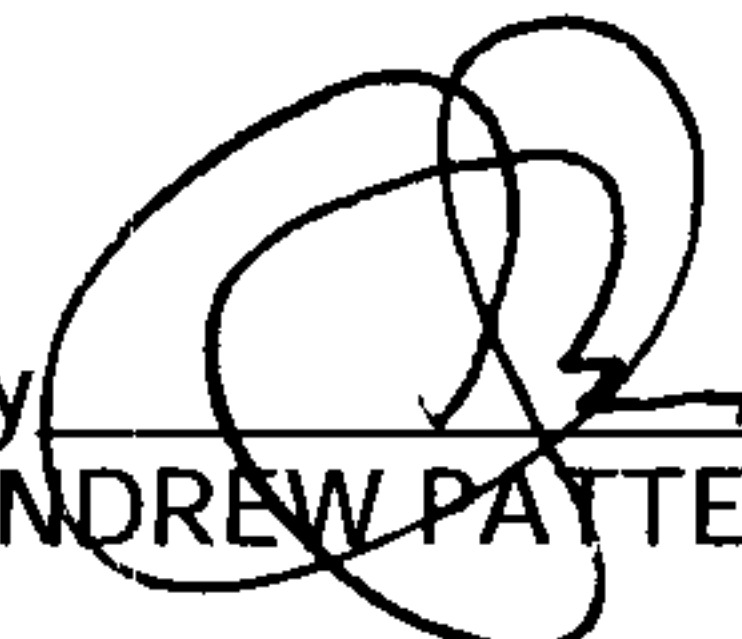
3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.


4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

HILLSIDE PARTNERS LLC

By  (Seal)
ANDREW PATTERSON, MANAGING MEMBER


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LENDER:

First US Bank

By  (Seal)
DAVID MCCULLUM, SVP/COMMERCIAL LOAN OFFICER

ACKNOWLEDGMENT.

State Alabama OF Jefferson County OF Jefferson ss.

I, Lynda DeLore Vano, a notary public, in and for said County in said State, hereby certify that ANDREW PATTERSON, whose name(s) as MANAGING MEMBER of the HILLSIDE PARTNERS LLC, a Limited Liability Company, is/are 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 instrument, he/she/they, in his/her/their capacity as such MANAGING MEMBER, executed the same voluntarily on the day the same bears date. Given under my hand this the 23rd day of September, 2016.

My commission expires:

Lynda DeLore Vano
(Notary Public)

MY COMMISSION EXPIRES FEBRUARY 10, 2020



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(Lender Acknowledgment)

State Alabama OF Jefferson County OF Jefferson ss.

I, Carrie Elaine Martin, a notary public, in and for said County in said State, hereby certify that DAVID MCCULLUM, whose name(s) as SVP/COMMERCIAL LOAN OFFICER of First US Bank, a corporation, is/are 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 instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 23rd day of September, 2016.

My commission expires:

9.30.19

Carrie E. Martin
(Notary Public)

EXHIBIT A

(Legal Description)



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PARCEL I:

Part of Lots 12 and 13 and 14, in Block 2, of Nickerson-Scott Survey as recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama.

ALSO, a parcel of land situated In the Southeast quarter of the Southeast quarter of Section 35, Township 20 South, Range 3 West Shelby County, Alabama, being more particularly described as follows:

Begin at a point on the Easterly right of way of U.S. Highway 31, also known as Montgomery Highway and First Street, said point being on the Southerly line of said Lot 12, Block 2 of said Nickerson-Scott Survey and run In an Easterly direction along the Southerly line of said Lot 12 and a projection thereof for a distance of 262.73 feet thence turn an angle to the left of $90^{\circ} 03' 16''$ and run in a Northerly direction for a distance of 149.91 feet thence turn an angle to the left of $89^{\circ} 56' 44''$ and run In a Westerly direction along a line, which is a projection of the Northerly line of said Lot 14, Block 2, of said Nickerson-Scott Survey, and along said Northerly line of said Lot 14 for a distance of 262.55 feet to a point on said Easterly right of way of U.S. Highway 31 (Montgomery Highway, First Street); thence turn an angle to the left of $89^{\circ} 59' 08''$ and run in a Southerly direction along said right of way for a distance of 149.91 feet to the point of beginning.

PARCEL II:

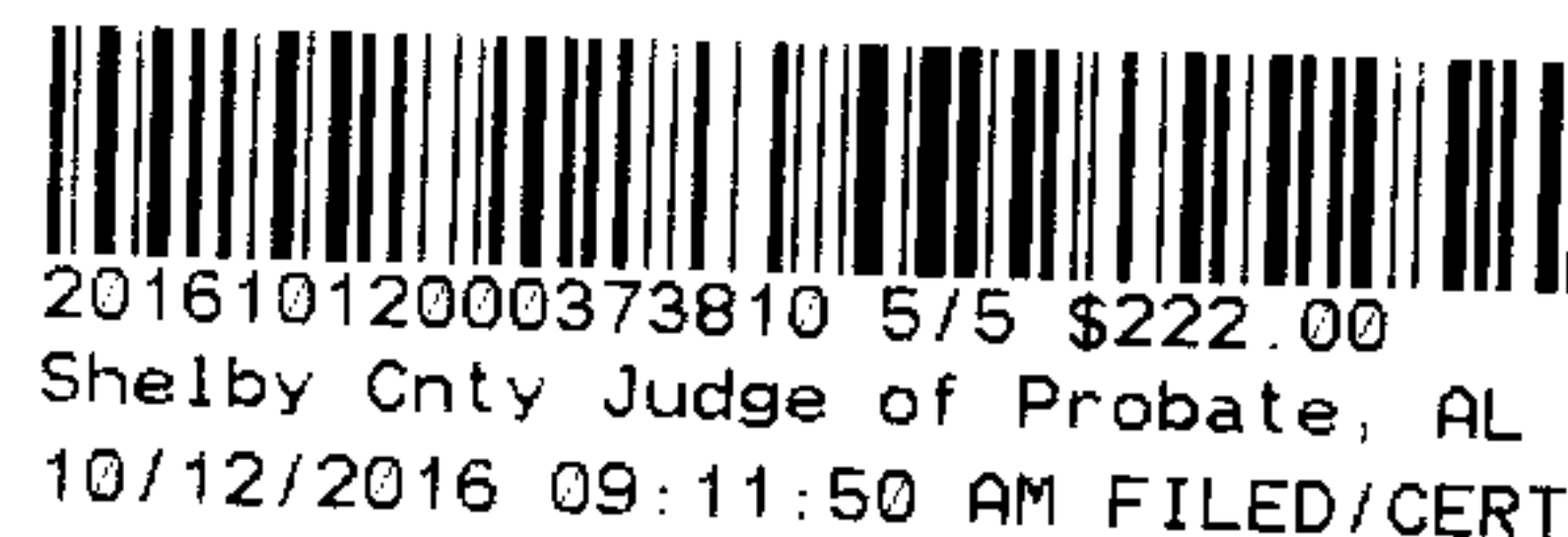
Part of Lots 15, 16 and 17, in Block 2, of Nickerson-Scott Survey, as recorded In Map Book 3, page 34, in the Probate Office of Shelby County, Alabama.

ALSO, a parcel of land situated in the Southeast quarter of the Southeast quarter of Section 35, Township 20 South, Range 3 West Shelby County, Alabama, being more particularly described as follows:

Begin at a point on the Easterly right of way of U.S. Highway 31, also known as Montgomery Highway and First Street, said point being on the Southerly line of said Lot 15, Block 2 of said Nickerson-Scott Survey, and run in an Easterly direction along the Southerly line of said Lot 15, and a projection thereof for a distance of 262.55 feet thence turn an angle to the left of $90^{\circ} 03' 16''$ and run in a Northerly direction for a distance of 50.37 feet thence turn an angle to the left of $90^{\circ} 02' 51''$ and run in a Westerly direction along a line which is a projection of the Northerly line of said Lot 15 for a distance of 100.08 feet to the Northeast corner of said Lot 15; thence turn an angle to the right of $89^{\circ} 59' 56''$ and run in a Northerly direction along the Easterly line of said Lot 16 and 17, Block 2 of said Nickerson-Scott Survey for a distance of 60.02 feet thence turn an angle to the left of $89^{\circ} 58' 10''$ and run In a Westerly direction for a

EXHIBIT A

(Legal Description – continued)



distance of 162.29 feet to a point on said Easterly right of way of U.S. Highway 31 (Montgomery Highway, First Street); thence turn an angle to the left of 89° 54' 47" and run in a Southerly direction along said right of way for a distance of 110.00 feet to the point of beginning.

All situated in Shelby County, Alabama.

Also Described As:

PARCEL III:

Beginning at an existing iron rebar set by Weygand being the locally accepted Southwest corner of Lot 12, Block 2, Nickerson-Scott Survey, as recorded in Map Book 3, Page 34, in the Probate Office of Shelby County, Alabama, and also being on the East right of way line of the Montgomery Highway, run in an Easterly direction along the South line of said Lot 12 and its Easterly extension thereof for a distance of 262.73 feet to an existing iron rebar set by Weygand; Thence turn an angle to the left of 89 Degrees 59 Minutes 17 Seconds and run in a Northerly direction for a distance of 199.87 feet to an existing iron rebar set by Weygand; Thence turn an angle to the left of 90 Degrees 01 Minutes 23 Seconds and run in a Westerly direction for a distance of 100.08 feet to an existing iron rebar set by Weygand; Thence turn an angle to the right of 89 Degrees 59 Minutes 20 Seconds and run in a Northerly direction for a distance of 60.01 feet to an existing iron rebar set by Weygand; Thence turn an angle to the left of 89 Degrees 58 Minutes 01 second and run in a Westerly direction for a distance of 162.24 feet to an existing iron rebar set by Weygand and being on the East right of way line of said Montgomery Highway; Thence, turn an angle to the left of 89 Degrees 54 Minutes 59 Seconds and run in a Southerly direction along the East right of way line of said Montgomery Highway for a distance of 259.89 feet, more or less, to the point of beginning.