

**RECORDATION REQUESTED BY:**

Bryant Bank  
Trussville  
137 Main Street  
Trussville, AL 35173

**WHEN RECORDED MAIL TO:**

Bryant Bank  
P.O. Office Box 2087  
Birmingham, AL 35201



20161205000443250 1/4 \$385.95  
Shelby Cnty Judge of Probate, AL  
12/05/2016 12:17:34 PM FILED/CERT

**SEND TAX NOTICES TO:**

Landworkz Inc  
99 Lake Circle  
Wilsonville, AL 35186-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%11142016%#####\*

**Notice:** The original principal amount available under the Note (as defined below), which was \$638,000.00 (on which any required taxes already have been paid), now is increased by an additional \$241,220.87.

**THIS MODIFICATION OF MORTGAGE** dated November 14, 2016, is made and executed between Landworkz Inc (referred to below as "Grantor") and Bryant Bank, whose address is 137 Main Street, Trussville, AL 35173 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 27, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded in Instrument Number 20131021000415600 on 10/21/2013 in the Shelby County Judge of Probate, Alabama.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 5075 Highway 31, Calera, AL 35040.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

Modification of Mortgage is to increase Mortgage amount to \$879,220.87 and correct the legal description as shown on Exhibit A.

**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 endorsers 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.

MODIFICATION OF MORTGAGE  
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 14, 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.

GRANTOR:

LANDWORKZ INC

By:

Richard D Wann, President of Landworkz Inc

(Seal)

By:

Sheila F Brooks, Vice President of Landworkz Inc

(Seal)

LENDER:

BRYANT BANK

X

Jeremy W Tuggle, Commercial Lender

(Seal)

This Modification of Mortgage prepared by:

Name: Mary Hudson  
Address: 137 Main Street  
City, State, ZIP: Trussville, AL 35173

CORPORATE ACKNOWLEDGMENT

STATE OF Alabama

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) SS

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Richard D Wann, President of Landworkz Inc and Sheila F Brooks, Vice President of Landworkz Inc, a corporation, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 14 day of November 2016.

[Signature]  
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 12, 2018



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MODIFICATION OF MORTGAGE  
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Jeremy W Tuggle** whose name as **Commercial Lender of Bryant Bank** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such **Commercial Lender of Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 14 day of November, 2016.

[Signature]  
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 12, 2018

notarized Billy R. Jones  
signature




## EXHIBIT A

File No.: S13-3027A

A parcel of land situated in the Northeast Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama and run thence Northerly along the East line of said Quarter-Quarter Section a distance of 113.74 feet to a point; thence turn 88 degrees 25 minutes 30 seconds left and run Westerly a distance of 619.11 feet to a point; thence turn 01 degrees 02 minutes 30 seconds left and continue Westerly a distance of 30.01 feet to a point; thence turn 91 degrees 23 minutes 20 seconds right and run Northerly a distance of 30.01 feet to a point on the Northerly margin of a paved road; thence turn 91 degrees 36 minutes 25 seconds left and run Westerly along said margin of said road a distance of 567.45 feet to a point; thence turn 89 degrees 59 minutes 41 seconds right and run North 01 degrees 32 minutes 27 seconds West a distance of 338.45 feet to a found capped rebar corner (stamped HWW #11375) and the point of beginning of the property being described; thence continue last described course North 01 degrees 32 minutes 27 seconds West a distance of 200.16 feet to a found 2 inch capped pipe corner; thence run South 89 degrees 49 minutes 53 seconds West a distance of 443.07 feet to a found rebar corner on the East margin of U.S. Highway No. 31; thence run South 15 degrees 09 minutes 51 seconds East along said margin of said Highway a distance of 207.11 feet to a set rebar corner; thence run North 89 degrees 50 minutes 14 seconds East a distance of 394.27 feet to the point of beginning.

  
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