

RECORDATION REQUESTED BY:

Bryant Bank
Cahaba Village
2700 Cahaba Village
Mountain Brook, AL 35243

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

The Terrace LLC; Broderick, LLC.; and Broderick, LLC.
PO Box 380605
Birmingham, AL 35238

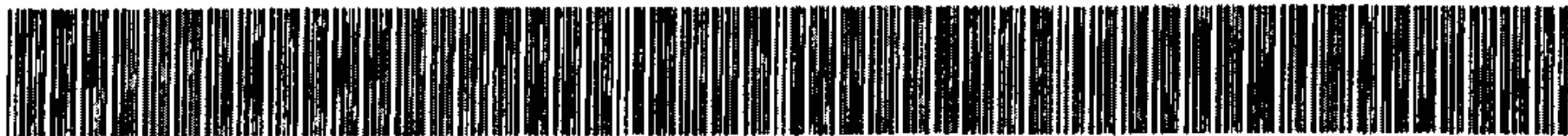


20170111000014150 1/4 \$686.85
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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



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Notice: The original principal amount available under the Note (as defined below), which was \$1,958,501.84 (on which any required taxes already have been paid), now is increased by an additional \$441,823.95.

THIS MODIFICATION OF MORTGAGE dated December 1, 2016, is made and executed between The Terrace LLC, and Broderick LLC (referred to below as "Grantor") and Bryant Bank, whose address is 2700 Cahaba Village, Mountain Brook, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 4, 2012 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded in Instrument Number 20121207000468070 on 12/07/2012 in 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 5426 Hwy 280 South, Birmingham, Alabama 35242 and 100-A Bowling Lane, Pelham, AL 35124.

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

Modification of Mortgage is to increase Mortgage amount to \$2,400,325.79.

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 DECEMBER 1, 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:

THE TERRACE LLC

By: Rita Ann Kollars (Seal)
Rita Ann Kollars, Member of The Terrace LLC

By: Craig G Kollars (Seal)
Craig G Kollars, Member of The Terrace LLC

BRODERICK, LLC

By: Craig Kollars (Seal)
Craig Kollars, Sole Member of Broderick, LLC.

LENDER:

BRYANT BANK

X David C Agee (Seal)
David C Agee, Commercial Banker

This Modification of Mortgage prepared by:

Name: Mary Hudson
Address: 2700 Cahaba Village
City, State, ZIP: Mountain Brook, AL 35243

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Rita Ann Kollars, Member of The Terrace LLC and Craig G Kollars, Member of The Terrace LLC, a limited liability company, 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, they, as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 16 day of December, 2016.

Jessica L. Brown
Notary Public

My commission expires 04-04-2017
MY COMMISSION EXPIRES APRIL 4, 2017



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MODIFICATION OF MORTGAGE
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama

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) SS

COUNTY OF Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Craig Kollars, Sole Member of Broderick, LLC., a limited liability company, 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 said Modification, he or she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 16 day of December, 20 16.

Jessica L. Braun
Notary Public

My commission expires 04-04-2017

MY COMMISSION EXPIRES APRIL 4, 2017

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that David C Agee whose name as Commercial Banker 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 Banker of Bryant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 16 day of December, 20 16.

Jessica L. Braun
Notary Public

My commission expires 04-04-2017

MY COMMISSION EXPIRES APRIL 4, 2017



POOR QUALITY

EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL I:

Lot 1, according to the Survey of Lots 1 thru 7, Greystone Highlands Commercial Subdivision, as recorded in Map Book 20, Page 25, in the Probate Office of Shelby County, Alabama.

Together with a non-exclusive easement for pedestrian and vehicular ingress and egress as set forth in Reciprocal Easement and Agreement by and between Baptist Health System, Inc. and the Terrace LLC, dated November 7, 2000 and recorded in Instrument Number 2000-38869 as amended in Instrument Number 2001/4482 being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence run in a Westerly direction along the South line of said section line for 407.30 feet to a 3/4 inch rebar, said rebar being the Northeastern corner of Lot 1, Greystone Highlands Commercial Subdivision, as recorded in Map Book 20, page 25, in the Office of the Probate Judge of Shelby County, Alabama, and the point of beginning of a Cross Parking and ingress/egress easement; thence run Westerly along same section line and Northerly line of said Lot 1 for 200.00 feet; thence turn 110°49'27" to the right and run Northeasterly 164.53 feet to a point; thence turn 57°00'43" to the left and run Northerly for 59.27 feet to a point; thence turn an angle of 64°08'37" to the right and run Northeasterly for 53.37 feet to a point on the Southerly right of way of US Highway 280; thence turn 118°55'59" to the right to become tangent to a curve to the right, said curve having a radius of 2,714.79 feet and subtending a central angle of 2°58'53"; thence run along the arc of said curve and said Southerly right of way of US Highway 280 for 141.25 feet to a concrete right of way monument and end of said curve; thence turn an interior angle of 174°19'28" from tangent of the last described curve and run along said Southerly right of way of US Highway 280 for 143.10 feet to the point of beginning.

PARCEL II:

Lot 1-A-1 according to the Final Plat for Broderick's Resurvey of Lot 1-A, Oak Mountain Centre in Map Book 39, Page 48 in the Probate Office of Shelby County, Alabama.



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