

THIS INSTRUMENT PREPARED BY:

Oakworth Capital Bank
2100A Southbridge Parkway, Suite 445
Birmingham, AL 35209-0000

AFTER RECORDING RETURN TO:

Oakworth Capital Bank
2100A Southbridge Parkway, Suite 445
Birmingham, AL 35209-0000



20170607000199780 1/3 \$247.50
Shelby Cnty Judge of Probate, AL
06/07/2017 08:39:13 AM FILED/CERT

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 26th day of May, 2017, between Fowl Play Holdings, LLC, an Alabama Limited Liability Company, a non-individual entity, whose address is P.O. Box 381208, Birmingham, Alabama 35238 ("Mortgagor"), and Oakworth Capital Bank whose address is 2100A Southbridge Parkway, Suite 445, Birmingham, Alabama 35209 ("Lender").

Oakworth Capital Bank and Mortgagor entered into a Mortgage dated March 15, 2014 and recorded on 03/11/2014 in Instrument #20140311000068050 in the office of the Judge of Probate, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 4969 Hwy 17, Helena, Alabama 35080-3510

Legal Description: Lot 3A, according to the Survey of Amended Plat a Resurvey of Lots 3 and 4, Helena Market Subdivision, as recorded in Map Book 26, Page 107, in the Probate Office of Shelby County, Alabama.

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- Increase Maximum Principal Amount from \$249,000.00 to \$400,000.00.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.



This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

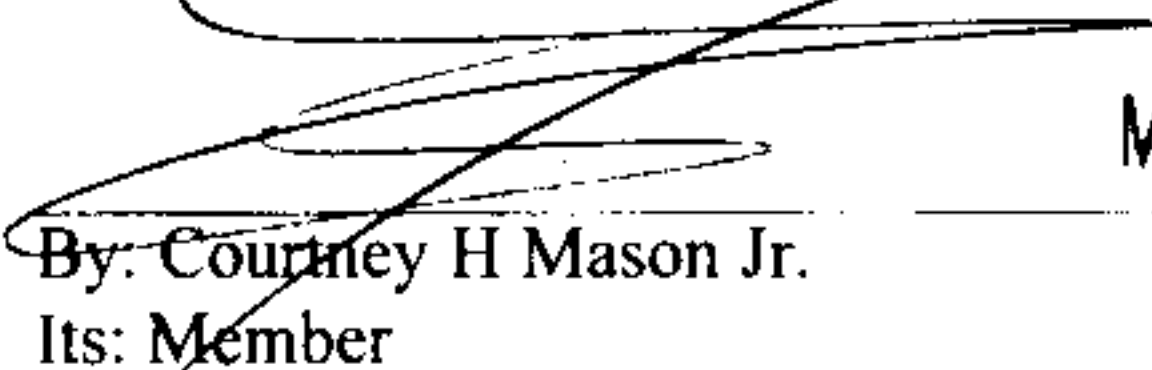
ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Fowl Play Holdings, LLC


By: Russell H. Pate
Its: Member

MAY 26 2017
Date


By: Courtney H. Mason Jr.
Its: Member

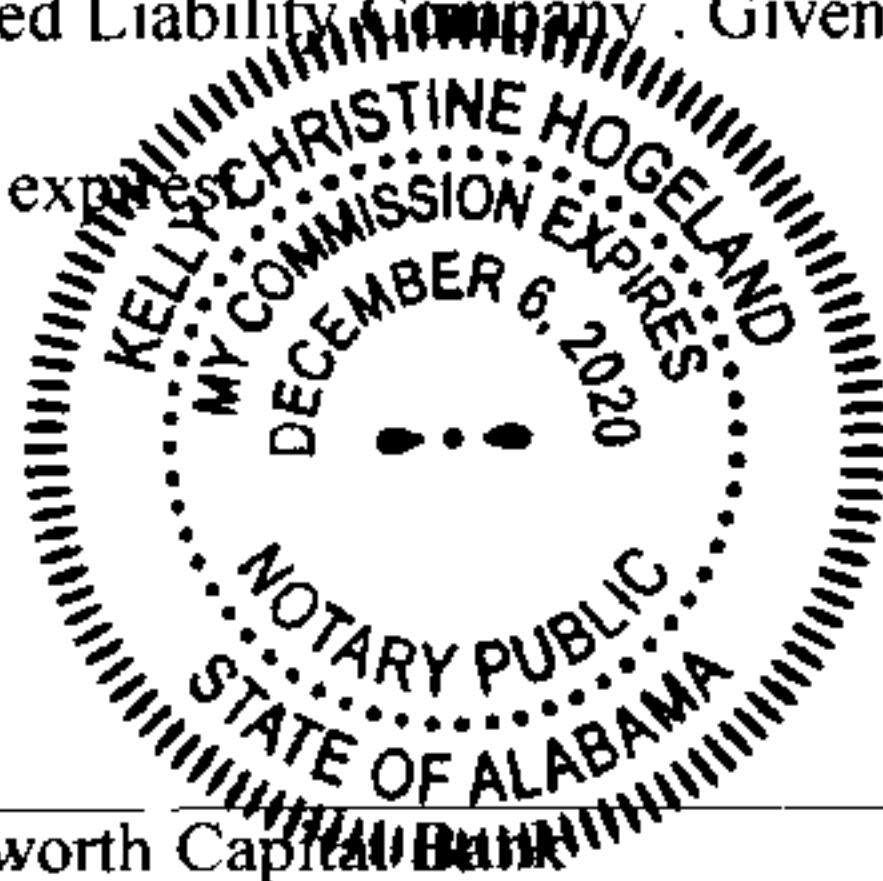
MAY 26 2017
Date

BUSINESS ACKNOWLEDGMENT

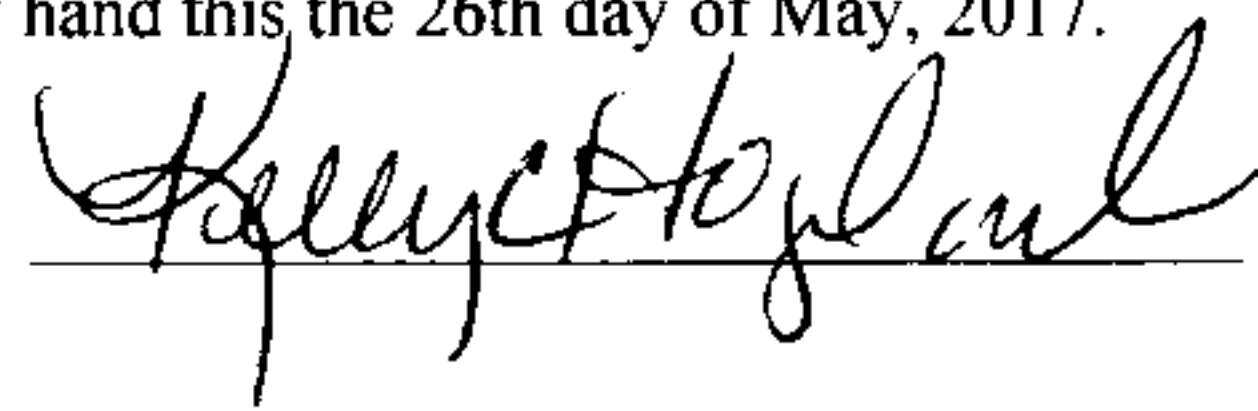
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Kelly C. Hogeland, Notary, in and for said County and in said State, hereby certify that Russell H. Pate, Member and Courtney H. Mason Jr., Member on behalf of Fowl Play Holdings, LLC, an Alabama Limited Liability Company, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their official capacities and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company. Given under my hand this the 26th day of May, 2017.

My commission expires

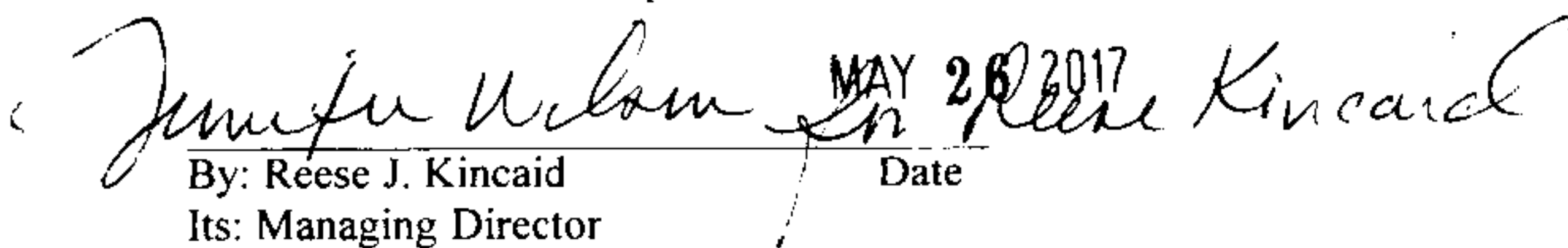


(Official Seal)




Identification Number

LENDER: Oakworth Capital Bank


By: Reese J. Kincaid
Its: Managing Director

MAY 26 2017
Date


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BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

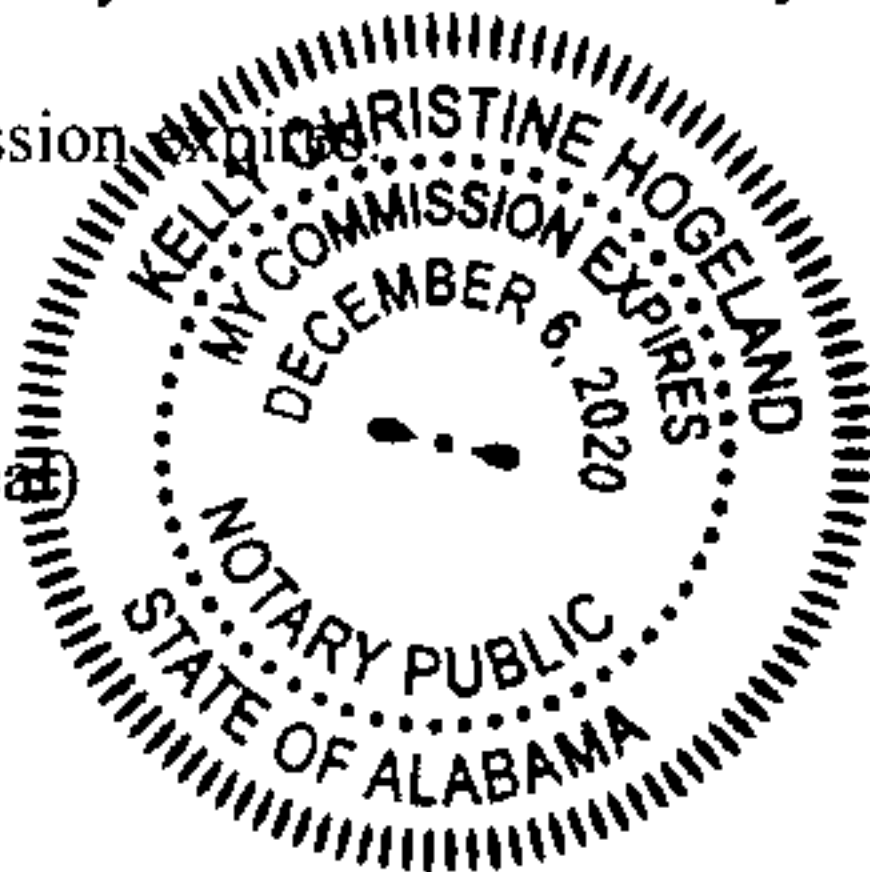
COUNTY OF *Jefferson*)

I, *Kelly C Hogeland*, *Notary* in and for said County and in said State, hereby certify that Reese J. Kincaid, Managing Director of Oakworth Capital Bank, a(n) Alabama State Bank, whose name 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 instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said State Bank.

Given under my hand this the 26th day of May, 2017.

My commission expires

(Official Seal)



Kelly C Hogeland



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