

This instrument was prepared by  
and upon recording should be returned to:

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201 17th Street, NW, Suite 1700  
Atlanta, Georgia 30363

County Division Code: AL039  
Inst. # 2017125215 Pages: 1 of 3  
I certify this instrument filed on  
12/7/2017 3:59 PM Doc: MTG  
Alan L. King, Judge of Probate  
Jefferson County, AL. Rec: \$23.00

Clerk: DRBESS

STATE OF ALABAMA )

**MORTGAGE MODIFICATION AGREEMENT**

COUNTY OF JEFFERSON )  
COUNTY OF SHELBY )

2300

This Agreement, dated this 28<sup>th</sup> day of November, 2017, is by and between **BAY POINT CAPITAL PARTNERS, LP**, a Delaware limited partnership ("Lender") and **4G BP 2017, LLC**, an Alabama limited liability company ("Borrower").

WHEREAS, Borrower is indebted to Lender as evidenced by, among other things, various Promissory Notes, including, without limitation, certain Promissory Notes, dated as of the date hereof; and such indebtedness is secured by a Master Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement, dated as of June 30, 2017 on real property situated in Jefferson County, Alabama, and Shelby County, Alabama, such mortgage being recorded in Instrument no. 2017068174 filed for record on July 5, 2017 in the Office of the Judge of Probate, Jefferson County, Alabama, and Instrument no. 20170705000238140 filed for record on July 5, 2017 in the Office of the Judge of Probate, Shelby County, Alabama, as modified pursuant to that certain Mortgage Modification Agreement, dated as of June 12, 2017, by Lender and Borrower, recorded in Instrument no. 2017072317 filed for record on July 17, 2017 in the Office of the Judge of Probate, Jefferson County, Alabama (as modified the "Mortgage"); and

WHEREAS, Borrower and Lender desire to modify the terms of said Mortgage as set forth herein.

NOW, THEREFORE, for and in consideration of the premises, Borrower and Lender agree that the terms of the Mortgage are modified as follows:

**The following lot(s) shall be added to Exhibit "A" of the Mortgage as part of the "Land" as defined in the Mortgage, and constitute additional collateral for the foregoing indebtedness:**

**Parcel 6:**

**Lot 26, according to the Amended Survey of NorthRidge Subdivision, as recorded in Map Book 47, Page 25, in the Probate Office of Jefferson County, AL (Bessemer Division)**

**Parcel 7:**

**Lot 7, according to the Survey of McGill Crossings, Phase II, as recorded in Map Book 48 Page 12, in the Probate Office of Jefferson County, Alabama (Bessemer Division)**

**Parcel 8:**


**Lot 15, according to the Survey of McGill Crossings, Phase II, as recorded in Map Book 48 Page 12, in the Probate Office of Jefferson County, Alabama (Bessemer Division)**

**Parcel 9:**

**Lot 18, according to the Survey of Lake Cyrus, Sector 16-A, as recorded in Map Book 48, Page 100, in the Probate Office of Jefferson County, Alabama (Bessemer Division)**

**Parcel 10:**

**Lot 11-28, according to the Survey of Chelsea Park, 11th Sector, as recorded in Map Book 37, Page 95, in the Office of the Judge of Probate of Shelby County, Alabama.**

  
20171212000441940 1/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
12/12/2017 08:00:29 AM FILED/CERT

STATE OF ALABAMA - JEFFERSON COUNTY  
I hereby certify that no mortgage tax or deed tax  
has been collected on this instrument.




Judge of Probate

**"NO TAX COLLECTED"**

Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY OMITTED]

  
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Shelby Cnty Judge of Probate: AL  
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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the date first written above.

ATTEST

4G BP 2017, LLC,  
an Alabama limited liability company

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name: Clark Parker  
Title: Manager

ATTEST

\_\_\_\_\_  
Name:


STATE OF ALABAMA            )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clark Parker, whose name as Manager of 4G BP 2017, LLC, an Alabama limited liability 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 such instrument, he, as such Manager 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 the 28th day of November, 2017.



\_\_\_\_\_  
Notary Public  
My commission expires: 6-2-2019

  
20171212000441940 3/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
12/12/2017 08:00:29 AM FILED/CERT