

This Modification of Mortgage is being re-recorded to correct the legal description.  
The correct legal description is attached as Exhibit "A"

20180104000004560 01/04/2018 01:25:23 PM MORTAMEN 1/3  
**MODIFICATION OF MORTGAGE AND**  
**ASSIGNMENT OF RENTS AND LEASES**

20171219000452080  
12/19/2017 01:49:32 PM  
MORTAMEN 1/3

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES is effective as of the 13<sup>th</sup> day of December, 2017, by and between **Newcastle Construction, Inc.**, an Alabama corporation (the "Mortgagor") and **SouthPoint Bank**, an Alabama state bank (the "Lender").

#### BACKGROUND

Mortgagor, executed a Mortgage and Security Agreement to Lender dated August 10, 2016, and filed August 23, 2016, in Instrument No. 20160823000304590 in the Probate Court of Shelby County, Alabama, together with an Assignment of Rents and Leases dated August 10, 2016, and filed August 23, 2016, in Instrument No. 20160823000304600 in the Probate Court of Shelby County, Alabama, and covering the property described in the attached Exhibit A (the "Mortgage"). The Mortgage and Assignment of Rents and Leases secured a loan from Lender to Mortgagor.

Mortgagor and Lender have agreed that the Mortgage and Assignment of Rents and Leases shall be increased from Two Million and No/100 Dollars (\$2,000,000.00) to Two Million Two Hundred Fifty Thousand and No/100 (\$2,250,000.00).

#### MODIFICATION

For value received, Mortgagor and Lender agree to modify the Mortgage and Assignment of Rents and Leases by increasing the amount of the Mortgage and Assignment of Rents and Leases from Two Million and No/100 Dollars (\$2,000,000.00) to Two Million Two Hundred Fifty Thousand and No/100 (\$2,250,000.00).

#### WARRANTY OF TITLE

Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Mortgage and have 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.

#### CONTINUANCE OF TERMS

Except as specifically amended in this Modification, all of the terms of the Mortgage and Assignment of Rents and Leases shall remain in force and effect.

#### MORTGAGOR:

Newcastle Construction, Inc., an  
Alabama corporation

By:  [SEAL]  
Glenn Siddle, Its President

STATE OF ALABAMA ) 2/3  
COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Glenn Siddle, whose name as President of Newcastle Construction, Inc., an Alabama corporation 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 as such officer and with full authority, executed the same as the act of said company.

Given under my hand and official seal this 13<sup>th</sup> day of December, 2017.

Deborah A. Caud  
NOTARY PUBLIC  
My Commission Expires: February 8, 2018

LENDER:

SouthPoint Bank, an Alabama State Bank

By: J. C. Maple [SEAL]  
Its: SA Vice-President

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jimmy C. Maples, whose name as SVP of SouthPoint Bank, 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 as such officer and with full authority, executed the same as the act of said bank.

Given under my hand and official seal this 18 day of December, 2017.

Carolyn D. Watson  
NOTARY PUBLIC  
My Commission Expires:

This Instrument Prepared By:  
Jeff W. Parmer  
LAW OFFICES OF JEFF W. PARMER, LLC  
2204 Lakeshore Drive, Suite 125  
Birmingham, AL 35209  
(205) 871-1440

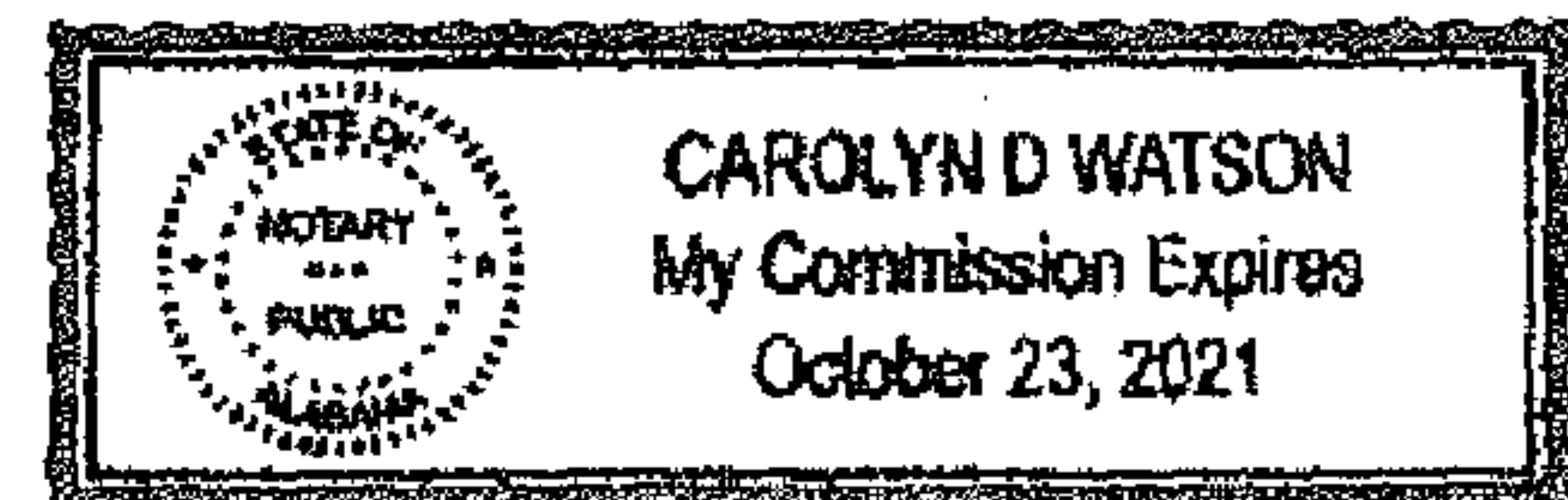


EXHIBIT "A"

A parcel of land situated in Section 30, Township 20 South, Range 3 West, and Section 25, Township 20 South, Range 4 West Shelby County, Alabama, being more particularly described as follows:

All that part of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 30, Township 20 South, Range 3 West Shelby County, Alabama lying west of River Bend at Old Cahaba as recorded in Map Book 44, page 55 and south of Old Cahaba Estates Sector 3 as recorded in Map Book 44 page 61 in the Office of Probate in Shelby County, Alabama and lying east of the centerline of the Cahaba River.

All that part of NW  $\frac{1}{4}$  of Section 30, Township 20 South, Range 3 West Shelby County, Alabama lying south of the centerline of the Cahaba River.

All that part of the SW  $\frac{1}{4}$  of Section 30, Township 20 South, Range 3 West, Shelby County, Alabama lying South of and east of the centerline of the Cahaba River.

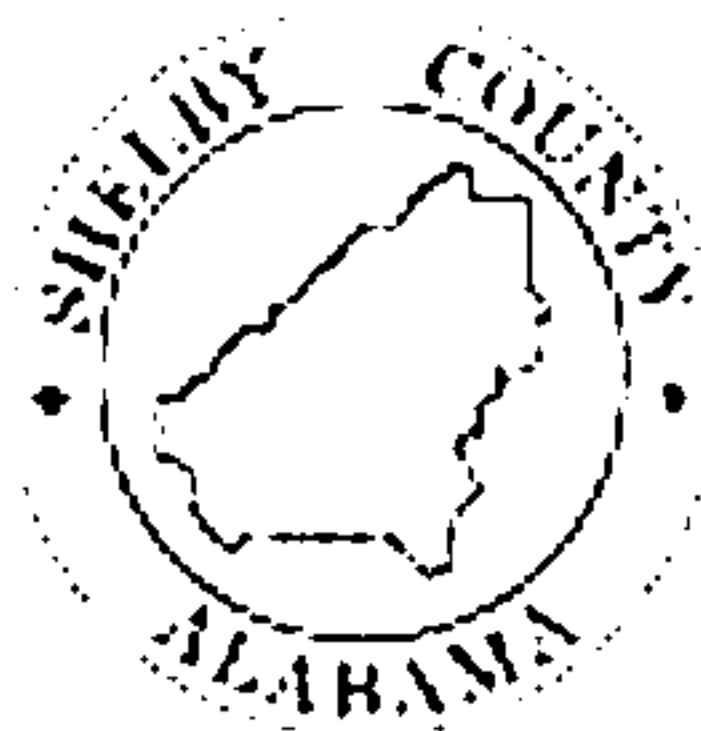
All that part of E  $\frac{1}{4}$  of Section 25 Township 20 South, Range 4 West, Shelby County, Alabama lying east of the centerline of the Cahaba River.

NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 30, Township 20 South, Range 3 West in the Office of the Judge of Probate of Shelby County, Alabama.

Less and except entire survey of Riverbend at Old Cahaba Phase 2, recorded in Map Book 45, page 32, in the Office of Judge of Probate of Shelby County, Alabama.

Less and except any part lying within a recorded plat.

Less and except any lot that has been sold and/or released.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/04/2018 01:25:23 PM  
\$22.00 CHERRY  
20180104000004560

A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the printed name of the Probate Judge.