THIS INSTRUMENT PREPARED BY: Central State Bank 57 Highway 87 Calera, AL 35040-0000

AFTER RECORDING RETURN TO: Central State Bank

PO Box 180

Calera, AL 35040-0000

20180213000046910 1/3 \$366 00 Shelby Cnty Judge of Probate. AL 02/13/2018 12.26 44 PM FILED/CERT

(Increuse \$ 230,000,00)

(Space Above This Line For Recording Data)

## MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 19th day of January, 2018, between Al. WADUD LLC, an Alabama Limited Liability Company, a Limited Liability Company, whose address is 2305 ARBOR GLENN, HOOVER, Alabama 35244 (" Mortgagor"), and Central State Bank whose address is P.O. BOX 180, Calera, Alabama 35040 ("Lender").

Central State Bank and Mortgagor entered into a Mortgage dated September 16, 2016 and Instrument No. 20160921000343920, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 11465 Hwy 25, Calera, Alabama 35040-0000

Legal Description: 1st Mortgage Dated 09/16/2016 and Modified 01/19/2018 Commercial Real Estate Shelby County Alabama. Assignment of Rents and Leases Dated 09/19/2016. (Non-Homestead)

Address: 8079 A Hwy 119, Alabaster, Alabama 35007

Legal Description: 1st Mortgage Dated 09/16/2016 and Modified 01/19/2018 Commercial Real Estate Shelby County Alabama. Assignment of Rents and Leases Dated 09/19/2016. (Not homestead)

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 Mortgage to One Million Four Hundred Seventy Five Thousand and No/100 (\$1,475,000.00).

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.

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Page 1 of 3

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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.

AL WADUD LLC	
$\mathcal{N}$	
	01-19-18
By: SALIM M AJPARI	Date
Its: Managing Member	

		BUSINESS ACKNOWLEDGMENT
STATE OF	ALABAMA	)
COUNTY OF	Shelby	)

I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that

SALIM M RAJPARI, Managing Member on behalf of AL WADUD LLC, an Alabama Limited Liability Company, 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/she, in his/her official capacity and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand this the 19th day of January, 2018.

My commission expires:

the undersigned authority

My Commission Expires August 18, 2021

Notary Public Identification Number

(Official Seal)

LENDER: Central State Bank

By: David Comer

Its: Loan Officer

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Page 2 of 3

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## **BUSINESS ACKNOWLEDGMENT**

STATE OF	ALABAMA	)
COUNTY OF	Shelby	)

I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that David Comer, Loan Officer of Central State Bank, a(n) Alabama Federal Reserve Member 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 Federal Reserve Member Bank.

Given under my hand this the 19th day of January, 2018.

My commission expires:

My Commission Expires August 18, 2021

the undersigned authority Notary Public

(Official Seal)

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