


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

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201802190000052710 1/2 \$19.00
Shelby Cnty Judge of Probate, AL
02/19/2018 10:47:59 AM FILED/CERT

STATE OF ALABAMA)

MORTGAGE MODIFICATION AGREEMENT

COUNTY OF JEFFERSON)

COUNTY OF SHELBY)

This Agreement, dated this 1st day of February, 2018, 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 from time to time, 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:

Lot 7-128, according to the Survey of Chelsea Park, 7th Sector, Third Addition Grayson Place Neighborhood, as recorded in Map Book 48, Page 95, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the grantor and filed for record as Instrument No 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector filed for record as Instrument No. 20061229000634370 and Supplementary Declaration of Covenants Conditions and Restrictions for Chelsea Park 7th Sector as recorded in Instrument No. 20151230000442850 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

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]

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: *Clark Parker*
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 1st day of February, 2018.

Notary Public
My commission
expires: 6-2-2019

CLAYTON T. SWEENEY
NOTARY
My Comm. Expires
June 2, 2019
PUBLIC
ALABAMA STATE AT LARGE