

20180222000057190
02/22/2018 03:13:34 PM
MORTAMEN 1/7

STATE OF ALABAMA)
COUNTY OF SHELBY)

NOTE AND MORTGAGE MODIFICATION AND SPREADER AGREEMENT

WITNESSETH:

WHEREAS, as security for the Loan, Mortgagor executed and delivered to Mortgagee that certain Mortgage, Assignment of Rents and Leases and Security Agreement, dated as of January 19, 2018, and recorded as Instrument Number 20180124000024340, Note and Modification and Spreader Agreement, dated February 6, 2018, and recorded as Instrument Number 20180222000056240 in

the Office of the Judge of Probate of Shelby County, Alabama (together with all assignments, amendments, modifications, restatements, and supplements thereto, the "Mortgage"); and

WHEREAS, Borrowers have requested that Mortgagee extend an additional loan to Borrowers in the amount of **\$221,896.00** (the "Increase"). Following the Increase, the total amount of the Loan will be **\$671,225.00**. Mortgagee has agreed to extend the Increase, on the terms and conditions herein stated;

WHEREAS, Borrowers now intend to amend the Note by increasing the principal amount thereof and to amend the Mortgage by adding an additional tract of land to the Land (as that term is defined in the Mortgage) for the purpose of providing additional collateral to secure the Note.

NOW THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers and Mortgagee agree as follows:

1. Borrowers hereby promise to pay the Increase to the order of Mortgagee. Accordingly, the Note is hereby amended to evidence the total principal amount of up to **\$671,225.00**. The Loan, as increased by the Increase, will continue to bear interest as set forth in that certain Second Amended and Restated Loan Agreement dated as of December 12, 2017, among Borrowers and Mortgagee (as amended, modified, restated and supplemented from time to time, the "Loan Agreement"), and will continue to be payable in accordance with the terms of the Loan Agreement and the Note.

2. Exhibit A to the Mortgage is hereby amended by adding thereto the description of real property contained on Schedule A hereto (such described real property being hereinafter referred to as the "Additional Land"). The term "Land" as defined in the Mortgage is hereby amended to include the Additional Land.

3. To further effect the foregoing, Mortgagor does hereby MORTGAGE, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ALIEN, ASSIGN and SET OVER to Mortgagee, as security for the payment and performance of the Secured Indebtedness (as defined in the Mortgage), the Additional Land, together with all appurtenances and rights thereto and all improvements thereon, to the same extent as given with respect to all other Property (as defined in the Mortgage) under the Mortgage, with all covenants, representations and warranties as to such property as are given with respect to all other Property under the Mortgage; TO HAVE AND TO HOLD the Additional Land and all rights, estates, powers, benefits, interests and privileges appurtenant thereto of every kind and character which Mortgagor now has or hereafter acquires in, to or for the benefit of the Additional Land and all other property and rights used or useful in connection with the therewith, unto Mortgagee, and Mortgagee's successors and assigns, forever.

4. It is the intent of Mortgagor that the Mortgage be construed in every sense as though the Additional Land was originally described in the Mortgage, and each and every other term and provision of the Mortgage should be applicable thereto as though the Additional Land had been originally described therein.

5. Except as expressly modified or amended herein, all of the terms and conditions of the Note and the Mortgage shall remain in full force and effect and are hereby ratified, affirmed, and approved.

6. Mortgagee may attach a copy of this Agreement to the Note, and all references hereinafter in any of the other Loan Documents (as defined in the Loan Agreement) shall be to the Note, as amended hereby. Mortgagee is authorized to type on the Note the following:

This Note has been amended by that certain Note and Mortgage Modification and Spreader Agreement dated as of February 6, 2018, entered into by and among SDH Birmingham LLC, SDC Gwinnett LLC, SDH Nashville LLC, SDH Raleigh LLC, SDH Charlotte LLC and Regions Bank, a copy of which Agreement is attached hereto and made a part hereof.

7. Borrowers acknowledge and agree that this Agreement is not indented to be, and shall not be deemed to or construed to be, a novation or release of the Note. Borrowers represent and warrant that they have no defenses, claims, or rights of setoff under the Note or the Mortgage as of the date hereof and agree that this Agreement is not to be construed as affecting the priority of the Mortgage with respect to the other Property (as defined in the Mortgage).

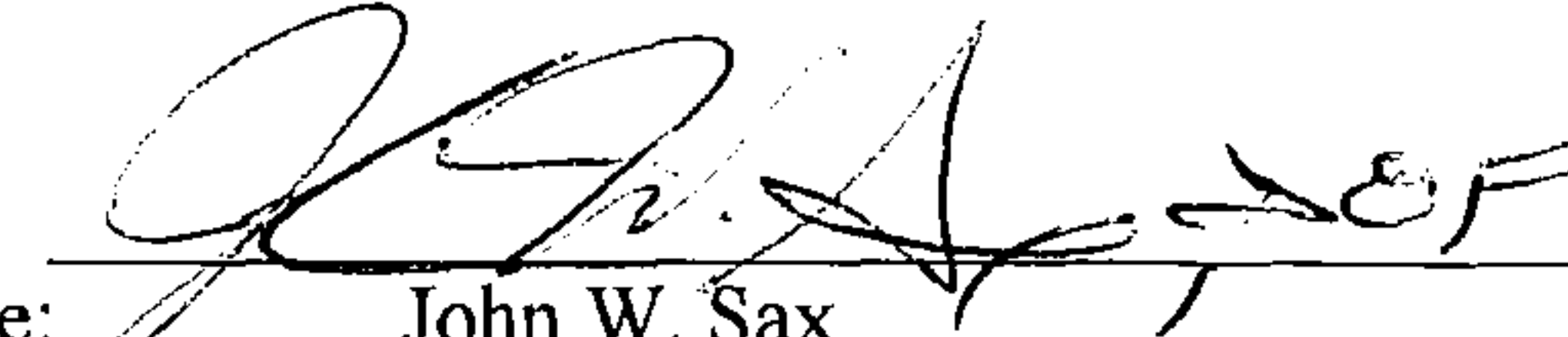
8. This Agreement shall be binding upon Borrowers and shall inure to the benefit of Mortgagee and its successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed, delivered and sealed by their duly authorized representatives as of day and year first above written.

MORTGAGOR:

SDH BIRMINGHAM LLC,
a Georgia limited liability company

By: 
Name: John W. Sax
Title: Director of Finance

Mortgagor's Address for Notices:
110 Village Trail, Suite 215
Woodstock, Georgia 30188
Attention: John Sax

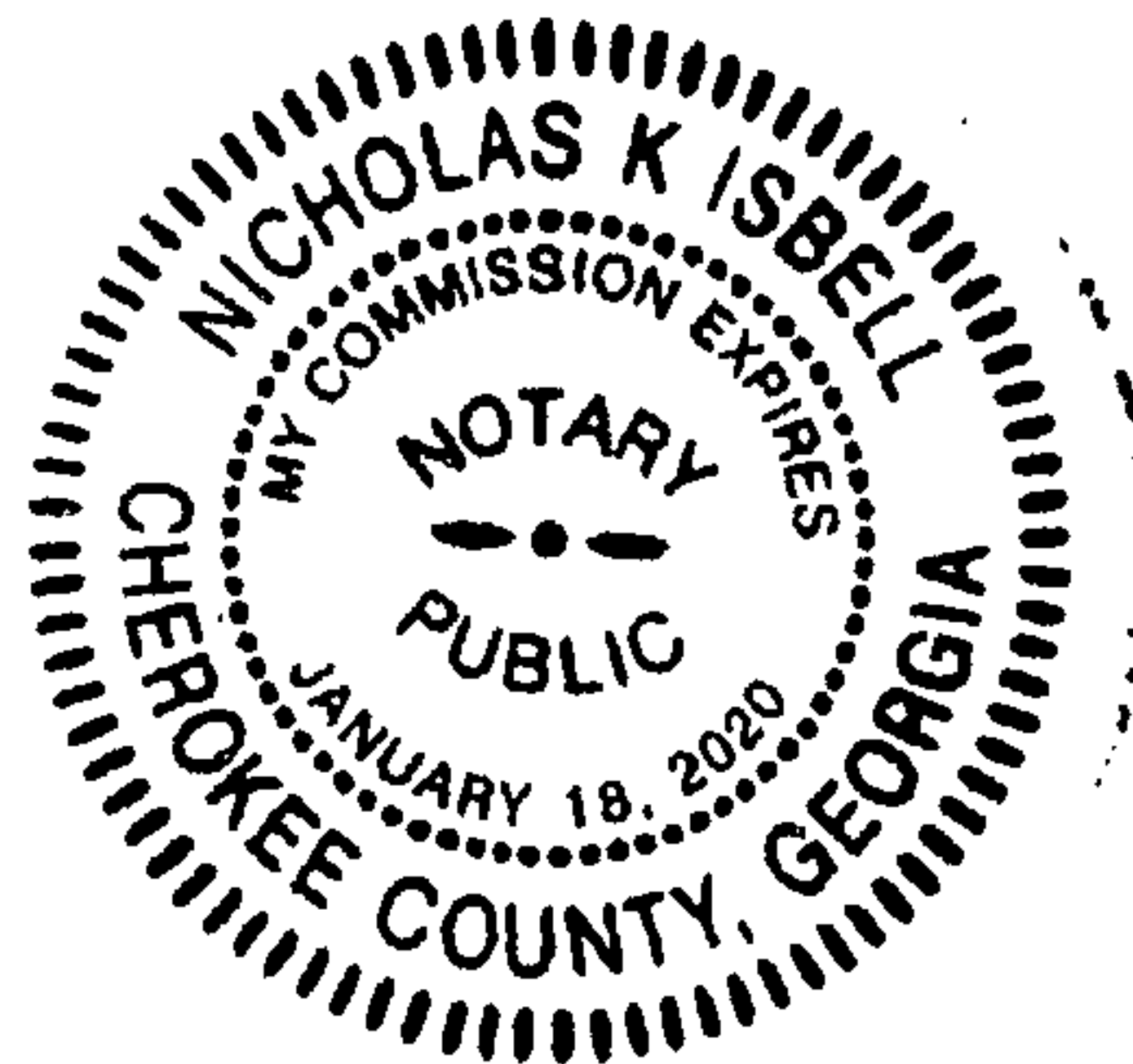
STATE OF GEORGIA)
 :
COUNTY OF CHEROKEE)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **John W. Sax** as **Director of Finance** of **SDH Birmingham LLC**, a Georgia 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 said instrument, he as such officer and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 6th day of February, 2018.

[NOTARIAL SEAL]


NOTARY PUBLIC
My Commission Expires: 1/18/20



SDC GWINNETT LLC,
a Georgia limited liability company

BY: [Signature]
Name: John W. Sax
Title: Director of Finance

SDH NASHVILLE LLC,
a Georgia limited liability company

BY: [Signature]
Name: John W. Sax
Title: Director of Finance

SDC RALEIGH LLC,
a Georgia limited liability company

BY: [Signature]
Name: John W. Sax
Title: Director of Finance

SDC CHARLOTTE LLC,
a Georgia limited liability company

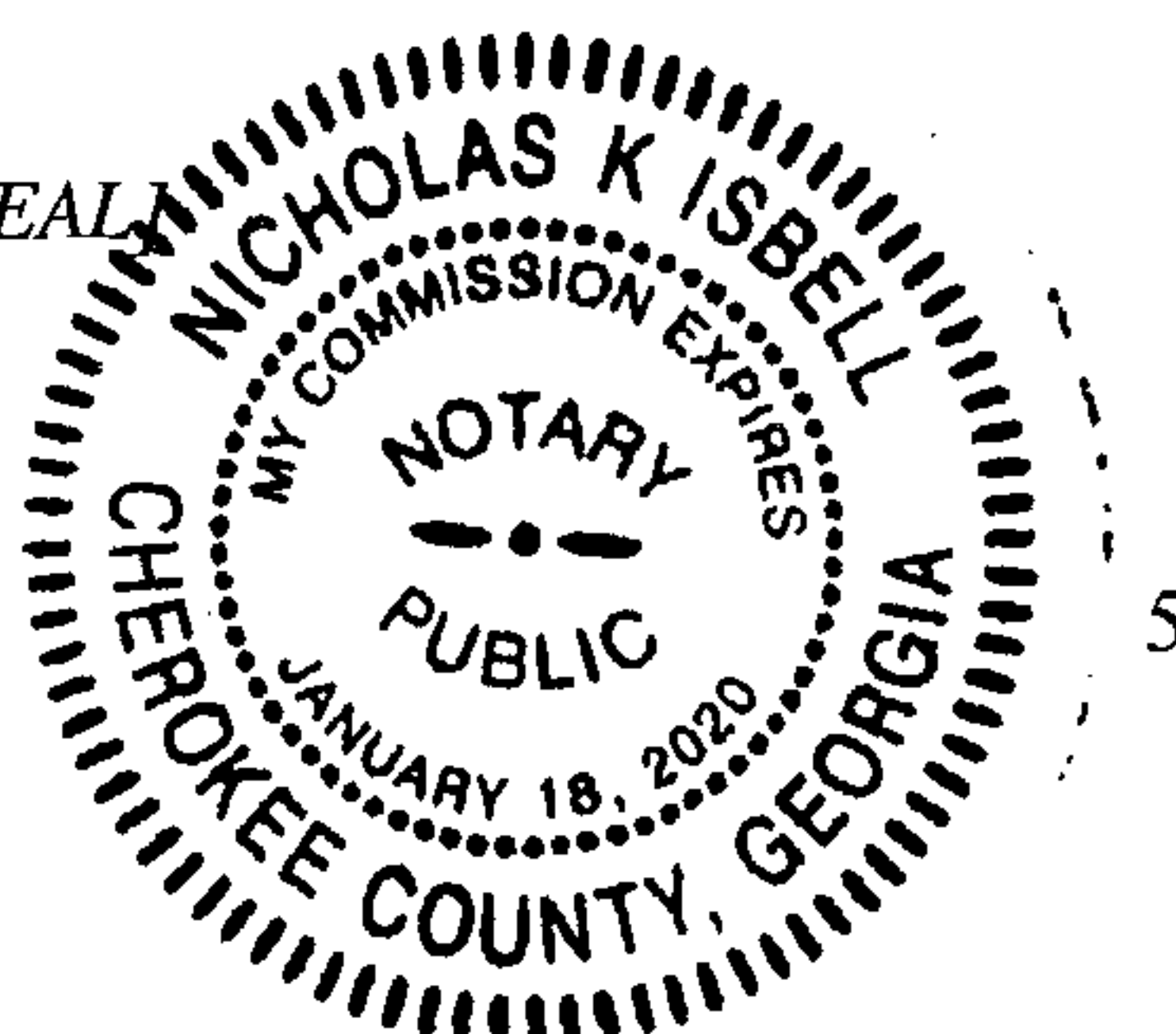
BY: [Signature]
Name: John W. Sax
Title: Director of Finance

STATE OF GEORGIA)
 :
COUNTY OF CHEROKEE)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **John W. Sax** as **Director of Finance** for each of **SDC Gwinnett LLC, SDH Nashville LLC, SDH Raleigh LLC and SDH Charlotte LLC**, all Georgia limited liability companies, 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 said instrument, he as such officer and with full authority, executed the same for and as the act of each limited liability company.

Given under my hand and official seal this 6th day of February, 2018.

[NOTARIAL SEAL]



[Signature]
NOTARY PUBLIC
My Commission Expires: 1/18/20

MORTGAGEE:

REGIONS BANK

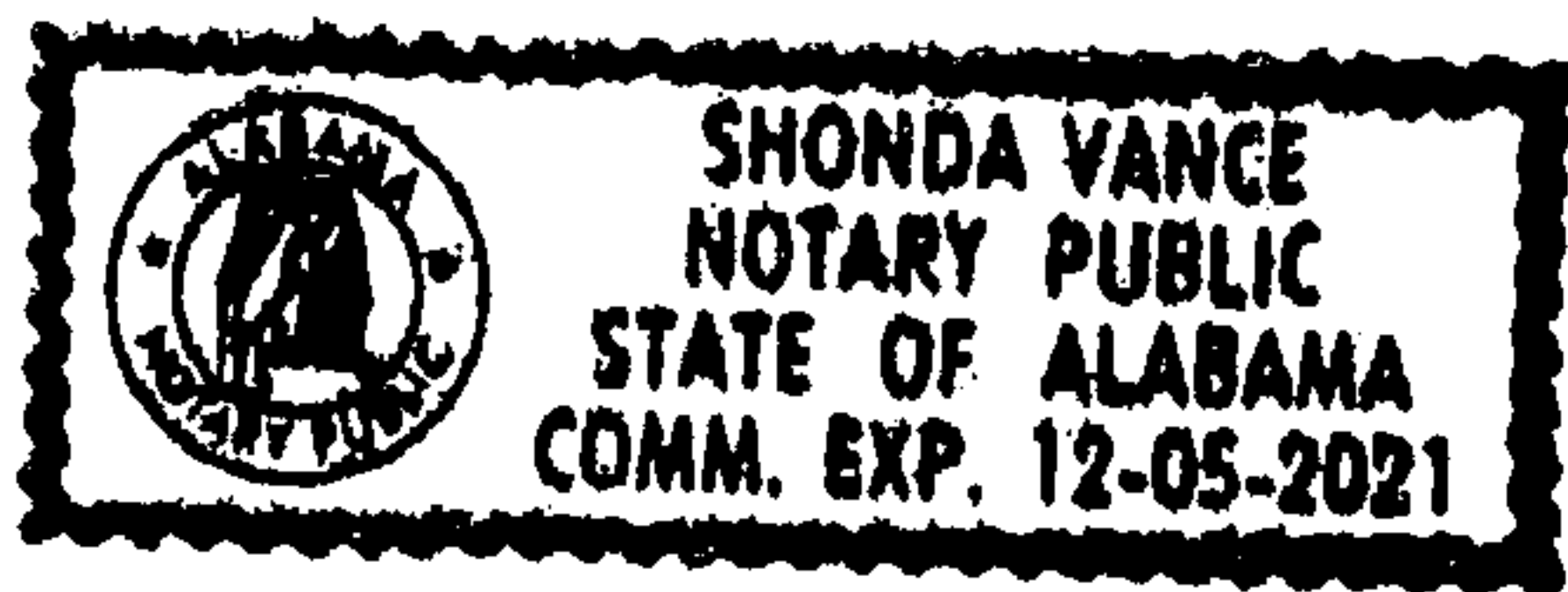
By: [Signature]
Name: Jill Cutrer
Title: Vice President

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jill Cutrer as VP of **Regions Bank**, an Alabama banking 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 said instrument, s/he as such officer and with full authority, executed the same for and as the act of said banking corporation.

Given under my hand and official seal this 6th day of February, 2018.

[NOTARIAL SEAL]



[Signature]
NOTARY PUBLIC
My Commission Expires: _____

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SCHEDULE A

Legal Description of the Additional Land

**Lots 141, 180, 187 & 188, according to the Survey of Kensington Place
Phase II, as recorded in Map Book 42, Page 117, in the Probate Office
of Shelby County, Alabama.**



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/22/2018 03:13:34 PM
\$365.85 CHERRY
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A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the typed name of the Probate Judge.