


AFTER RECORDING, RETURN TO:  
Harold E. Gill, Jr.  
Stites & Harbison, PLLC  
303 Peachtree Street, N.E.  
2800 SunTrust Plaza  
Atlanta, Georgia 30308

  
20180604000194840 1/5 \$273.30  
Shelby Cnty Judge of Probate, AL  
06/04/2018 09:59:24 AM FILED/CERT

ATTENTION: OFFICE OF PROBATE JUDGE OF:

JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION,  
MOBILE COUNTY, ALABAMA, AND  
SHELBY COUNTY, ALABAMA.

THIS INSTRUMENT COVERS GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY AND SHOULD BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS WHERE MORTGAGES ON REAL ESTATE ARE RECORDED. THIS INSTRUMENT SHOULD ALSO BE INDEXED AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT COVERING GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY. THE MAILING ADDRESSES, TELEPHONE NUMBERS, AND FAX NUMBERS OF THE SECURED PARTY AND THE DEBTOR ARE WITHIN.

STATEMENT OF ALLOCATION OF MORTGAGE TAX PURSUANT TO ALABAMA CODE SECTION 40-22-2 (10): THE PROPERTY CONVEYED IN THIS INSTRUMENT IS LOCATED IN MORE THAN ONE COUNTY IN ALABAMA. THE INDEBTEDNESS SET FORTH HEREIN IS ALLOCATED BETWEEN SUCH COUNTIES AS FOLLOWS:

JEFFERSON COUNTY:	\$492,548.02	54%	(MORTGAGE TAX \$738.88)
MOBILE COUNTY:	\$255,395.27	28%	(MORTGAGE TAX \$383.12)
SHELBY COUNTY	\$164,182.67	18%	(MORTGAGE TAX \$246.30)
<hr/>			
TOTAL AMOUNTS	\$912,125.96	100%	(MORTGAGE TAX \$1,368.30)

**MORTGAGE MODIFICATION, AMENDMENT, EXTENSION  
AND RENEWAL AGREEMENT**

**THIS MORTGAGE MODIFICATION, EXTENSION AND RENEWAL AGREEMENT** is made and entered into as of the 21<sup>st</sup> day of May, 2018 by and between **SOLID EQUITIES, INC.**, a Georgia corporation (hereinafter called "Mortgagor") and **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation ("Mortgagee").

WITNESSETH:

**WHEREAS**, Mortgagor made, executed and delivered to Mortgagee that certain secured promissory note dated May 21, 2013 in the original principal sum of One Million Four Hundred Ninety One and no/100 Dollars (\$1,491,000.00) (the "Original Note"), and to secure the payment of the Original Note, Mortgagor made, executed and delivered that certain Mortgage of even date herewith and in the same principal sum of the Original Note, which mortgage is recorded as Document No. 20130524000214040, of the Public Records of Shelby County, Alabama (the "Original Mortgage"); and

**WHEREAS**, the Note has a present principal balance of Nine Hundred Twelve Thousand One Hundred Twenty-Five and no/100 Dollars (\$912,125.96), and

**WHEREAS**, the Note is maturing as of even date, the Mortgagor has requested that the maturity date of the Note be extended, and the Mortgagee has agreed to such request; and

**WHEREAS**, Mortgagor and Mortgagee desire to modify, amend, extend and renew the Note by the execution of this agreement and of modification to secured promissory note of even date herewith in the amount of the present principal balance of the Note (the "Note Modification"), and the mortgage, as modified, amended, extended and renewed herewith, is hereinafter called the "Modified Mortgage").

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, Mortgagor and Mortgagee hereby covenant and agree as follows:

1. The present principal balance of the Note is as stated above; interest on the Note has been or is being paid current as of the date hereof; and the Note is hereby modified, amended extended and renewed in its entirety by the execution of the Note Modification.

2. Borrower shall pay the indebtedness evidenced by the Note Modification in accordance with the terms of the Note Modification, and Borrower shall perform all of the obligations as provided in the Note Modification and the Modified Mortgage.

3. The Mortgage is hereby modified, amended and extended so as to secure the total amount of indebtedness as set forth in the Note Modification, until such amount is paid in full, with the balance of such indebtedness, if not sooner paid, being due and payable on May 21,

2023; and the Mortgage is also hereby further modified and amended so as to continue to secure the Note, which contemporaneously herewith has been modified, amended, extended and renewed in the Note Modification as hereinabove set forth.

4. Borrower hereby reconfirms all of Borrower's obligations as set forth in the Note as modified by the Note Modification and Mortgagor hereby reconfirms all of Mortgagor's obligations set forth in the Mortgage as modified as modified by the Modified Mortgage, and Borrower and Mortgagor each agrees to perform each and all of their respective covenants, agreements and obligations in the Note Modification and the Modified Mortgage.

5. Nothing herein invalidates or shall impair or release any covenant, condition, agreement or stipulation in the Note as modified by the Note Modification or in the Mortgage as modified by the Modified Mortgage, and the same shall continue in full force and effect, and Borrower further covenants and agrees to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of the Modified Mortgage.

6. Mortgagor certifies that Mortgagor is the owner of the property described in the Mortgage and that there are no liens or claims against said property that would have priority or superiority over the Mortgage or this agreement (except any such liens or claims which are reflected on the face of the mortgagee's title insurance policy issued at the time of the initial closing of the Original Mortgage loan transaction); and in consideration of the premises, Mortgagor hereby acknowledges, covenants and agrees that the Modified Mortgage secures the payment of the total amount of indebtedness evidenced by the Note Modification, and that the Modified Mortgage is binding upon Mortgagor, Mortgagor's heirs, successors, assigns and legal representative and is a valid lien upon the property herein described; and Borrower hereby assumes personal liability of and agrees to pay all indebtedness secured by the Modified Mortgage and evidenced by the Note Modification at the time and in the manner therein contemplated. Mortgagor further agrees to perform, comply with and abide by each and every one of the stipulations, agreements, covenants and conditions of the Modified Mortgage, hereby ratifying and confirming the due and proper execution thereof.

7. In the event any installment of interest or principal of the Note Modification is not promptly paid as the same becomes due and payable according to the terms and tenor thereof, or if each and every stipulation, agreement, covenant and condition of the Note Modification and the Modified Mortgage are not duly performed, complied with, and abided by, then in either of such events, the balance then unpaid of the principal sum of the Note Modification, with accrued interest, and all other sums provided for may be foreclosed in the manner as fully and completely and with the same effect as if said indebtedness of the Note Modification and the Modified Mortgage it otherwise matured, anything in the Note Modification and the Modified Mortgage, or herein, to the contrary notwithstanding, and upon said default, Mortgagee shall also be entitled to collect all reasonable costs and expenses, including, but not limited to reasonable attorney's fees.

8. This agreement shall not constitute a novation, and all the terms and provisions of the Note, except as amended hereby and by the Note Modification, and of the Mortgage, except as amended hereby, shall remain in full force and effect in accordance with their terms.



9. This agreement is joint and several and is binding upon the parties hereto and their respective heirs, legal representatives successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement or caused this agreement to be executed by their duly authorized officers on the day and year first written above.


MORTGAGEE:

MORTGAGOR:

BRANCH BANKING AND TRUST COMPANY  
a North Carolina banking corporation

SOLID EQUITIES, INC.  
a Georgia corporation

By:   
Robert A. Male, Senior Vice President

By:   
Kelvin R. Davidson, President


[CORPORATE SEAL]

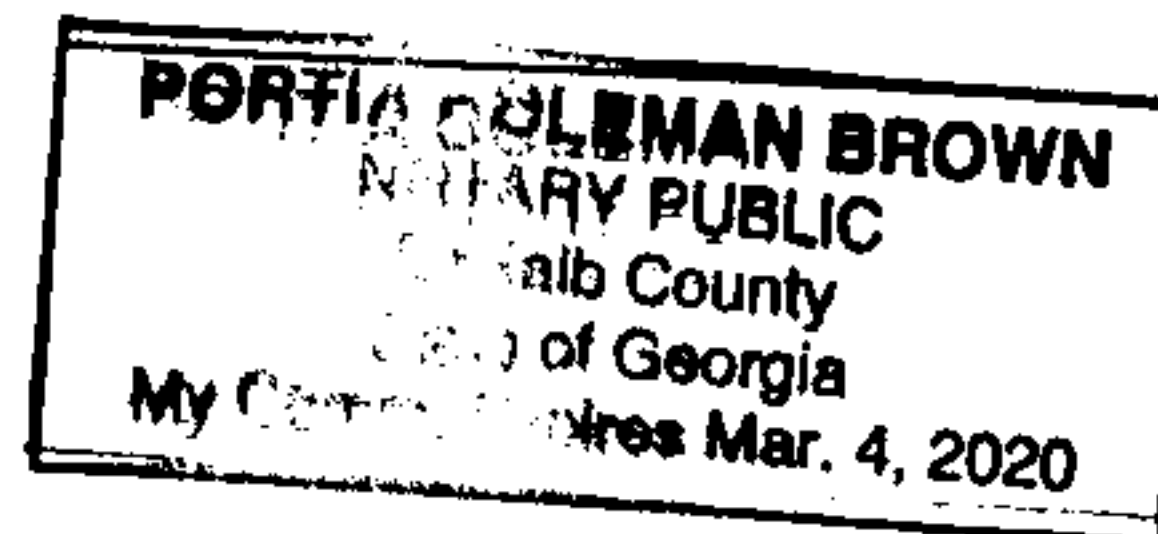
**STATE OF GEORGIA )  
COUNTY OF FULTON)**


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert A. Male whose name as Senior Vice President of Branch Banking and Trust Company, a North Carolina 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Branch Banking and Trust Company.

Given under my hand and official seal, this the 21<sup>st</sup> day of May, 2018.

[NOTARIAL SEAL]

  
Notary Public, State of Georgia  
My Commission Expires: 3-4-20

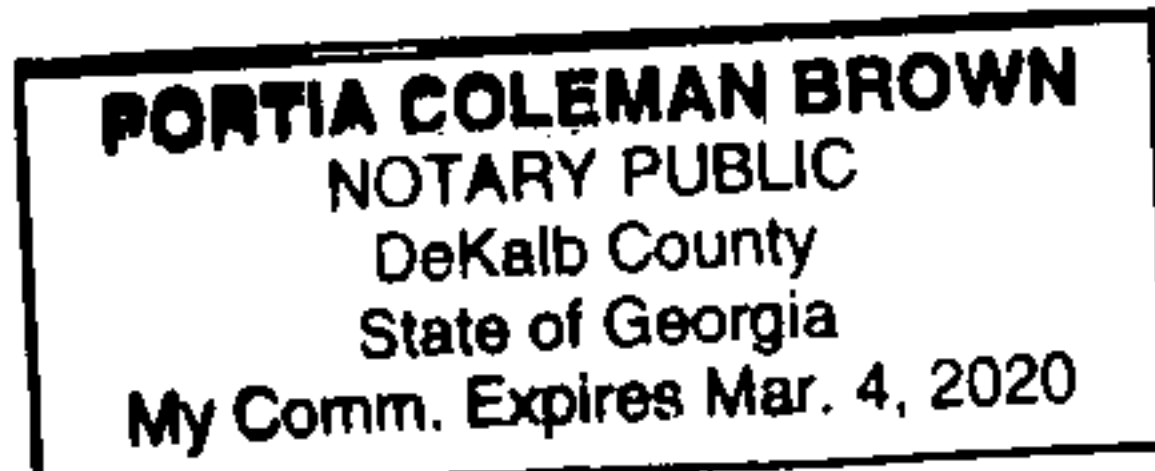


  
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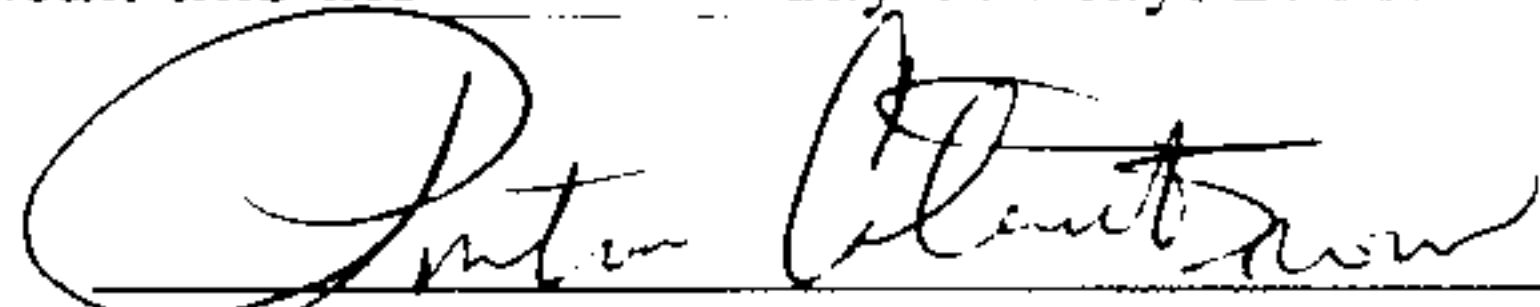
STATE OF GEORGIA )  
COUNTY OF DeKalb )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kelvin R. Davidson whose name as President of Solid Equities, Inc., a Georgia 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.


Given under my hand and official seal, this the 26<sup>th</sup> day of May, 2018.



[NOTARIAL SEAL]

  
Notary Public, State of Georgia

My Commission Expires: 3/4/20

  
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