


Prepared by, and recording requested by:
Andrea L. Weed, Esq.
Burr & Forman LLP
420 N. 20th St., Suite 3400
Birmingham, Alabama 35203

After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
7711 Plantation Rd., 1st Floor
MAC R4057-01R
Roanoke, VA 24019


20180808000281890 1/5 \$3162.00
Shelby Cnty Judge of Probate: AL
08/08/2018 08:19:50 AM FILED/CERT

MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX PURPOSES IS BEING INCREASED FROM \$3,500,000.00 TO \$5,590,000.00. TAX ON \$3,500,000.00 HAS BEEN PREVIOUSLY PAID UNDER INSTRUMENT #20130205000050140 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. THEREFORE, RECORDING TAX IS DUE ON THE PRINCIPAL INCREASE OF \$2,090,000.00.

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

THIS MODIFICATION (this "Modification") is entered into as of July 13, 2018 by and between EDWIN B. LUMPKIN, JR., an unmarried man ("Mortgagor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Mortgage and Assignment of Rents and Leases dated as of January 31, 2013, executed by Mortgagor to Mortgagee, and recorded on February 5, 2013 in as Instrument # 20130205000050140 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), which Mortgage encumbers certain property more particularly described in Exhibit A attached hereto.

B. Certain additional obligations have been or are to be incurred which are to be secured by the Mortgage, and Mortgagor and Mortgagee have agreed to modify the Mortgage to reflect said additional obligations as secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Mortgage is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Mortgagee of all indebtedness and performance of all obligations evidenced by and arising under that certain Note Modification Agreement dated as of even date herewith by and between Mortgagor and Mortgagee, evidencing an increase to the maximum principal amount of the Note (as defined in the Mortgage) in the amount of \$2,090,000.00, for a new maximum principal amount of Five Million Five Hundred Ninety Thousand and 00/100 Dollars (\$5,590,000.00), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced by said promissory note, even if not specifically referenced therein.

shall affect or be construed to affect the liens, charges or encumbrances of the Mortgage, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Mortgage.

3. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

MORTGAGEE:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: Carol Strong


Name: Carol Strong

Title: Vice President

MORTGAGOR:

Edwin B. Lumpkin, Jr.
EDWIN B. LUMPKIN, JR.

NOTARY ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES


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STATE OF ALABAMA)

COUNTY OF Shelby)

I, Treva M. Moore, a Notary Public in and for said County in said State, hereby certify that Edwin B. Lumpkin, Jr., whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 13 day of July, 2018.

TREVA M. MOORE
Notary Public, Alabama State At Large
My Commission Expires April 20, 2020

Treva M. Moore
NOTARY PUBLIC

[SEAL]

My Commission Expires: April 20, 2020

STATE OF ALABAMA)

COUNTY OF _____)


I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Wells Fargo Bank, National Association, a national banking association, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and seal, this _____ day of July, 2018.

NOTARY PUBLIC

[SEAL]

My Commission Expires: _____

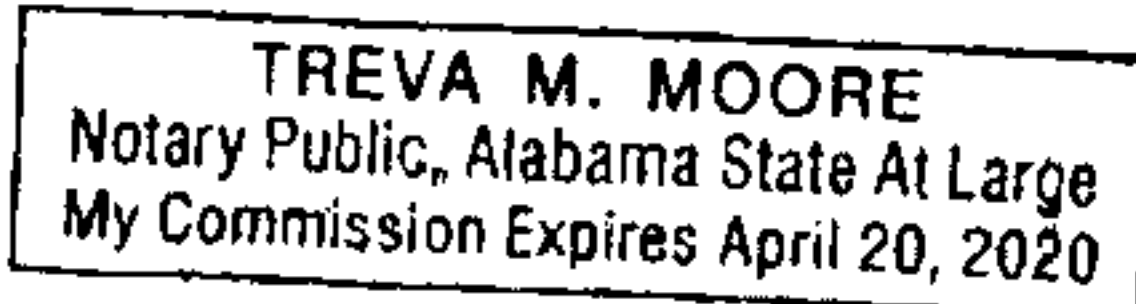

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STATE OF ALABAMA)

COUNTY OF Shelby)

I, Treva M. Moore, a Notary Public in and for said County in said State, hereby certify that Edwin B. Lumpkin, Jr., whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 13 day of July, 2018.



Treva M. Moore
NOTARY PUBLIC

My Commission Expires: April 20, 2020

[SEAL]

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Nancy King Beardin, a Notary Public in and for said County in said State, hereby certify that Carole Strong, whose name as Vice President of Wells Fargo Bank, National Association, a national banking association, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and seal, this 18th day of July, 2018.

Nancy King Beardin
NOTARY PUBLIC
NANCY KING BEARDIN
My Commission Expires
November 3, 2020

My Commission Expires: _____

[SEAL]

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EXHIBIT A

Tract 2-A in the Northeast ¼ of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, also known as the resurvey of Lot 2 of the J.R. McMillian Survey, as recorded in Map Book 19, Page 81 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



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