

20180817000294930 1/4 \$871.50
Shelby Cnty Judge of Probate: AL
08/17/2018 12:41:01 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Metro Bank
800 MARTIN ST S
PELL CITY, AL 35128-0000

AFTER RECORDING RETURN TO:

Metro Bank
2603 MOODY PARKWAY SUITE 100
MOODY, AL 35128-0000

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 13th day of August, 2018, between NEWCASTLE DEVELOPMENT LLC, an Alabama Limited Liability Company, a non-individual entity, whose address is 121 BISHOP CIRCLE, PELHAM, Alabama 35124 ("Mortgagor"), and Metro Bank whose address is 2603 Moody Parkway Suite 100, Moody, Alabama 35004 ("Lender").

Metro Bank and Mortgagor entered into a Mortgage dated February 25, 2016 and recorded on March 1, 2016, filed for record in Book 20160301000064500, Page 1-8, records of County of Shelby, State of Alabama, with recorder's entry number 503775000 ("Mortgage"). The Mortgage covers the following described real property:

Address: BEARDEN ROAD, PELHAM, Alabama 35124

Legal Description: See Attached Exhibit "A" attached hereto and made a permanent part thereof

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:

- MORTGAGE DATED 02/25/2016 NOW MODIFIED FROM \$1,713,000.00 TO \$2,278,000.00 IN THE NAME OF NEWCASTLE DEVELOPMENT LLC.

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.

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.

NEWCASTLE DEVELOPMENT LLC

By: Glenn Siddle
Its: Member

Date

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 GLENN SIDDLE, Member on behalf of NEWCASTLE DEVELOPMENT 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 13th day of August, 2018.

My commission expires:

(Official Seal)



LENDER: Metro Bank

By: Jeff Jackson
Its: Senior Vice President

Date



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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 Jeff Jackson, Senior Vice President of Metro Bank, a(n) Alabama State 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 State Member Bank.

Given under my hand this the 13th day of August, 2018.

My commission expires:

My Commission Expires November 13, 2018

THE UNDERSIGNED AUTHORITY
NOTARY PUBLIC

(Official Seal)



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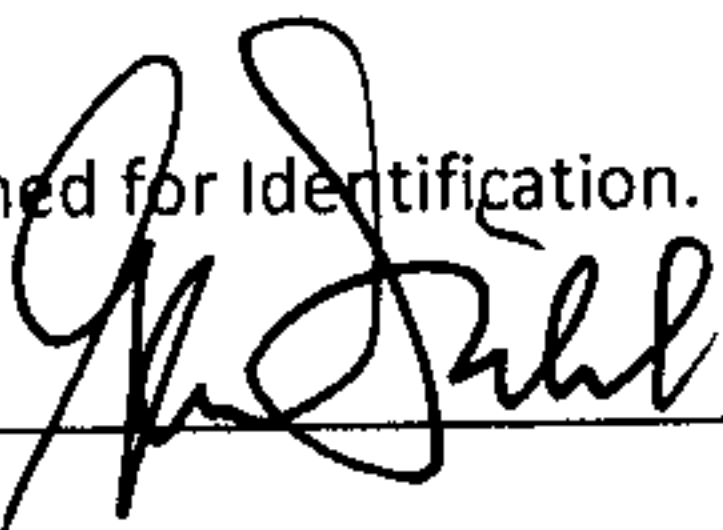
EXHIBIT A

A TRACT OF LAND SITUATED IN THE NORTHEAST ¼ OF SECTION 11, AND THE SOUTHEAST ¼ OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SAID POINT BEING A FOUND IRON (CAPPED "DVA"); THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID ¼ - ¼ SECTION LINE FOR 1331.32 FEET TO THE NORTHWEST CORNER OF LOT 15, BLOCK 3, ACCORDING TO THE SURVEY OF CAHABA VALLEY ESTATES - SIXTH SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 25, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE SOUTHWEST CORNER OF LOT 1, ACCORDING TO THE SURVEY OF PARAMOUNT RIDGE SECTOR 1, AS RECORDED IN MAP BOOK 17, PAGE 119, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SAID POINT ALSO BEING A FOUND 3" CAPPED PIPE BEING THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION; THENCE LEAVING SAID ¼ - ¼ SECTION LINE, TURN AN INTERIOR ANGLE OF 214°57'32" AND RUN NORTHEASTERLY ALONG LOTS 1 THRU 3 OF SAID PARAMOUNT RIDGE SECTOR 1 SURVEY FOR 795.00 FEET; THENCE TURN AN INTERIOR ANGLE OF 90°00'00" AND RUN NORTHWESTERLY FOR 639.98 FEET; THENCE TURN AN INTERIOR ANGLE OF 100°41'33" AND RUN SOUTHWESTERLY FOR 626.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BEARDEN ROAD (CO. HWY 105); THENCE TURN AN INTERIOR ANGLE OF 146°41'54" AND RUN SOUTHWESTERLY ALONG SAID ROAD RIGHT-OF-WAY FOR 73.91 FEET; THENCE TURN AN INTERIOR ANGLE OF 201°46'25" AND RUN SOUTHWESTERLY ALONG SAID ROAD RIGHT-OF-WAY FOR 55.81 FEET TO A FOUND CONCRETE MONUMENT; THENCE TURN AN INTERIOR ANGLE OF 158°21'11" AND RUN SOUTHWESTERLY FOR 793.40 FEET TO A CURVE TO THE LEFT WITH A RADIUS OF 1870.08 FEET, AND DELTA OF 22°37'07"; THENCE RUN ALONG SAID ARC AND SAID ROAD RIGHT-OF-WAY FOR 738.25 FEET TO A FOUND CONCRETE MONUMENT; THENCE TURN AN INTERIOR ANGLE OF 152°26'49" FROM SAID CHORD AND RUN SOUTHEASTERLY ALONG SAID ROAD RIGHT-OF-WAY FOR 77.29 FEET TO A FOUND CONCRETE MONUMENT; THENCE TURN AN INTERIOR ANGLE OF 193°45'10" AND RUN SOUTHEASTERLY FOR 202.56 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 3 WEST; THENCE LEAVING SAID ROAD RIGHT-OF-WAY, TURN AN INTERIOR ANGLE OF 104°11'35" AND RUN EASTERLY ALONG SAID ¼ - ¼ LINE FOR 672.09 FEET TO THE POINT OF BEGINNING.

Less and except Lots 102, 105, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 121, 122, 123, 129 & 130, Camellia Ridge Subdivision as recorded in Map Book 49, Page 11, in the Probate Court of Shelby County, Alabama.

Signed for Identification.


Date 8/13/18

Date

Date

Date