

PREPARED BY and RETURN TO:

Bancorp South Bank
2211 Highland Ave South
Birmingham, AL 35205
Shannon R. Crull, Preparer

STATE OF ALABAMA)

SHELBY COUNTY)



20180828000308170 1/4 \$25.00
Shelby Cnty Judge of Probate, AL
08/28/2018 09:38:03 AM FILED/CERT

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (this "Modification") is entered into as of August 23, 2018 by and between FORVIC, LLC, an Alabama limited liability Company, ("Borrower"), and BancorpSouth Bank, a federally chartered bank licensed and operating in the State of Alabama ("Lender").

WITNESSETH

WHEREAS, Borrower is the owner of that certain real property situated in Shelby County, Alabama, as more particularly as described in Exhibit A attached hereto, made a part of, and incorporated herein by reference (the "Property");

WHEREAS, Borrower executed that certain Mortgage dated as of February 13, 2018, in favor of Lender and recorded on February 22, 2018, in Inst. 20180222000056780, of the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), which Mortgage encumbers the Property;

WHEREAS, the Mortgage securing that certain Promissory Note dated as of February 13, 2018, executed by Borrower in favor of Lender in the original principal amount of \$250,000.00, together with interest thereon, which promissory note has been amended and restated by the Promissory Note executed of even date herewith (and as further defined below); and

WHEREAS, Borrower and Lender desire to modify the Mortgage to secure the Obligations (as defined below) pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties agree as follows:

1. Defined Terms. All capitalized terms used herein, unless otherwise defined herein, have the meaning as set forth in the Mortgage.

2. Amendments.

(a) Section 3 on Page 2 of the referenced mortgage is hereby deleted in its entirety and the following is substituted in lieu thereof:

“MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time shall not exceed \$83,333.33. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender’s security and to perform any of the covenants contained in this Security Instrument.”

(b) To the extent necessary to give effect to the intent, terms and provisions of this Modification:

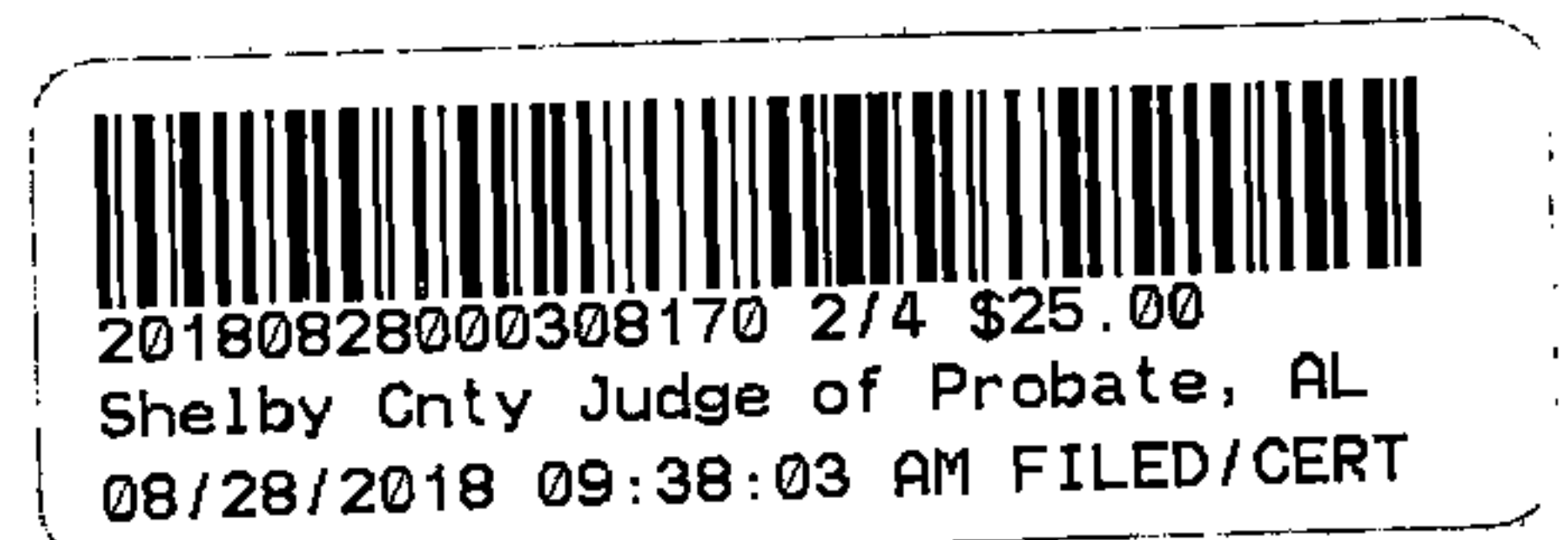
(i) any reference to “Obligations” in the Mortgage shall hereafter be deemed to refer to all of Borrower’s payment and performance obligations arising under or related to the Promissory Note and the other Loan Documents; and

(ii) any reference to “Note” in the Mortgage shall hereafter be deemed to refer, collectively, to the Promissory Note dated February 13, 2018.

3. Ratification. All of the provisions of the Mortgage are incorporated herein by reference and shall remain and continue in full force and effect as modified by this Modification. Borrower hereby ratifies and confirms all of its obligations, liabilities and indebtedness under the provisions of the Mortgage as amended by this Modification. Borrower and Lender agree it is their intention that nothing herein shall be construed to extinguish, release or discharge or constitute, create or effect a novation of, or an agreement to extinguish, any of the obligations and liabilities of Borrower under the provisions of the Mortgage.

4. Miscellaneous. This Modification may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument. This Modification shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns.

[Signatures appear on the following pages.]



IN WITNESS WHEREOF, the parties have caused this Modification to be entered into effective as of the date first written above, though actually executed on the dates listed in the respective acknowledgments below.

ENTITY NAME: FORVIC, LLC

[Signature]

Steven E. Chambers, Member

LENDER: Bancorp South Bank

By: [Signature]

Name: Gary Isenhower

Its: SVP

STATE OF ALABAMA)

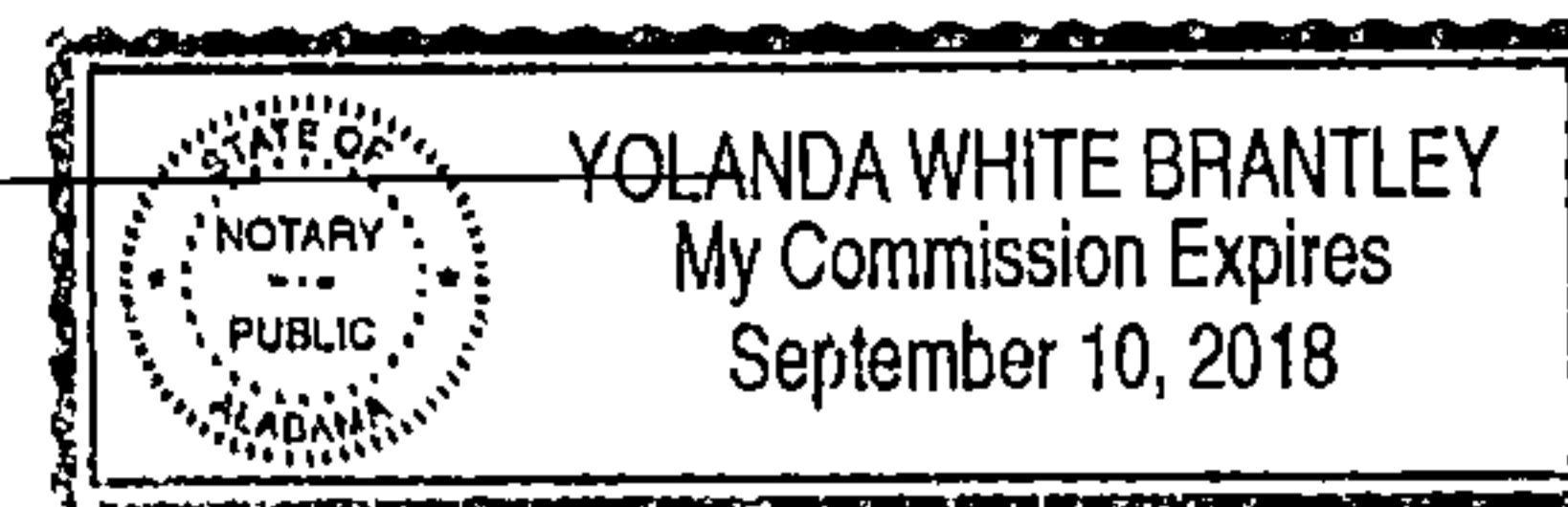
Jefferson COUNTY)

IN WITNESS WHEREOF, the said BORROWER, by its Member, Steven E. Chambers, who is authorized to execute this conveyance, has hereto set his signature and seal on the date stated in the notary acknowledgement.

Given under my hand this is 23 day of August, 2018.

[Signature]
Notary Public
My commission expires: _____

[NOTARIAL SEAL]



STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gary Isenhower, whose name as SVP of BancorpSouth Bank, a federally chartered bank licensed and operating in the State of Alabama, 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said SVP.

Given under my hand this is 23 day of August, 2018.

[Signature]
Notary Public
My commission expires: _____

[NOTARIAL SEAL]

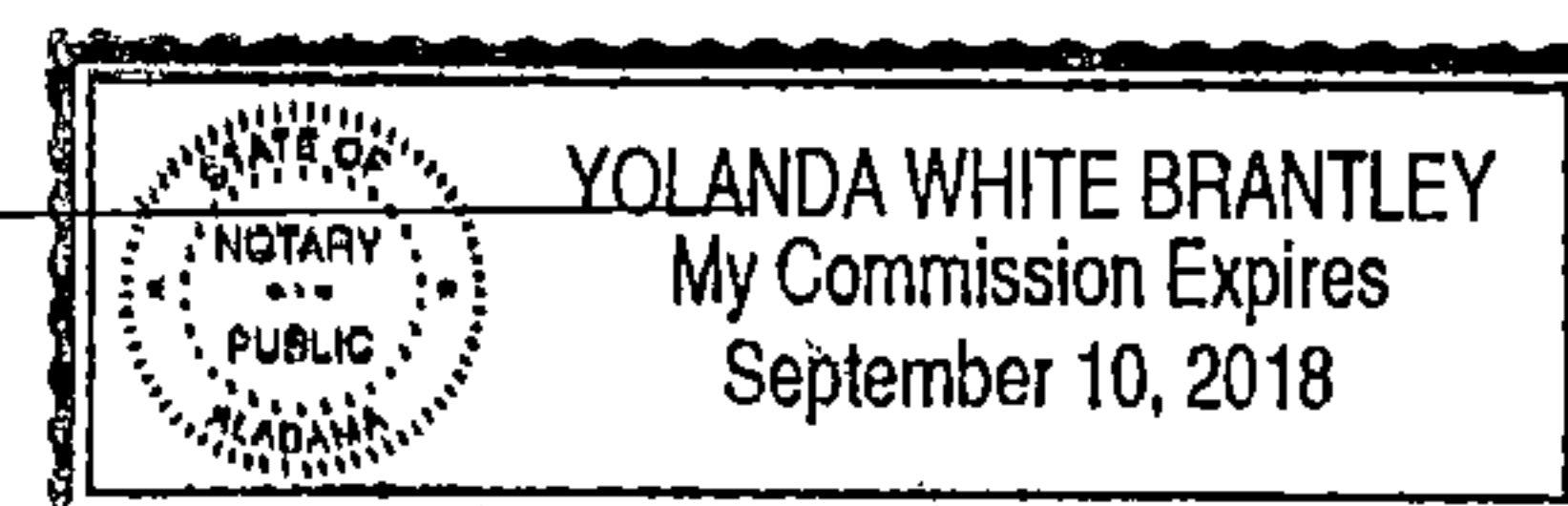


EXHIBIT A

Legal Description

2812 St. Patrick Place North, Helena AL 35080

Parcel ID 13-8-27-2-002-045.000

Lot 45, according to the Survey of Braelinn Village, Phase II, as recorded in Map Book 13, page 125, in the Probate Office of Shelby County, Alabama.

