

20181019000372240
10/19/2018 11:55:11 AM
MORTAMEN 1/3

RECORDATION REQUESTED BY:

National Bank of Commerce
Huntsville Office
415 Meridian Street
Huntsville, AL 35801

WHEN RECORDED MAIL TO:

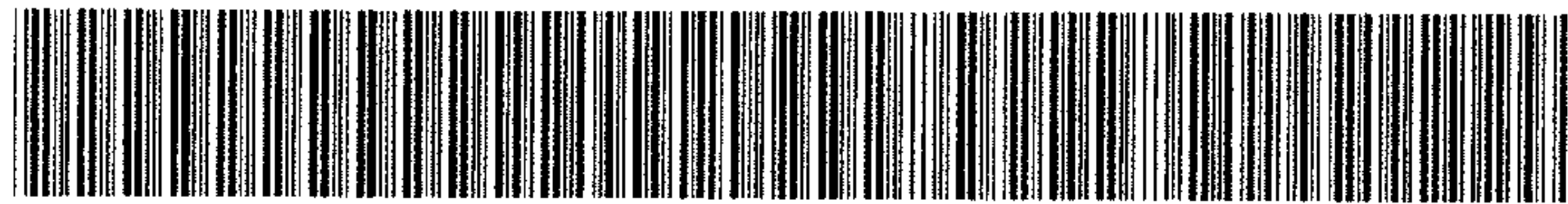
National Bank of Commerce
Huntsville Office
415 Meridian Street
Huntsville, AL 35801

SEND TAX NOTICES TO:

BenRachel Properties LLC
2415 Jordan Road
Huntsville, AL 35811-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



000000000402445700%0740%09172018

THIS MODIFICATION OF MORTGAGE dated September 17, 2018, is made and executed between BenRachel Properties LLC, an Alabama limited liability company, whose address is 2415 Jordan Road, Huntsville, AL 35811 (referred to below as "Grantor") and National Bank of Commerce, whose address is 415 Meridian Street, Huntsville, AL 35801 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 17, 2017 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 7/19/2017 in Instrument #20170719000258670 with the Judge of Probate of Shelby County, Alabama.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lot 3, according to Resurvey No. 1 of Interstate Commerce Park, as recorded in Map Book 48, page 5, in the Probate Office of Shelby County, Alabama.

Together with rights and interests in private roads designated as Interstate Commerce Court and Interstate Commerce Drive as shown on map recorded in Map Book 48, page 5 as granted in Declaration of Covenants for Interstate Commerce Park recorded in Instrument 20170623000225580, both being filed for record in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as Lot 3 Interstate Commerce Park, Alabaster, AL 35007.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Mortgage secures the Note dated July 17, 2017 from BenRachel Properties, L.L.C., an Alabama limited liability company, ("Borrower") to Lender (the "Note"), which is being modified by the new Promissory Note between Borrower and Lender dated the same date as this Modification. The Mortgage, as modified hereby, shall secure the Note and any and all previous and future renewals of, extensions of, modifications of refinancing's of, consolidations of, and substitutions for the Note.

The Principal amount available under the Promissory Note which originally was \$2,250,000.00 on July 17, 2017 (on which any required taxes already have been paid) is now increased to \$2,788,000.00 as of this modification dated September 17, 2018.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 402445700

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 17, 2018.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

BENRACHEL PROPERTIES LLC

By: Benjamin Wade Bayless (Seal)
Benjamin Wade Bayless, Member of BenRachel
Properties LLC

LENDER:

NATIONAL BANK OF COMMERCE

X Thomas Alan Busby (Seal)
Thomas Alan Busby, Senior Vice President

This Modification of Mortgage prepared by:

Name: Laura Ellison, Loan Operations Specialist
Address: 415 Meridian Street
City, State, ZIP: Huntsville, AL 35801

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Madison)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Benjamin Wade Bayless, Member of BenRachel Properties LLC, a limited liability company, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 11th day of Oct, 20 18.

Bridgette Jensen
Notary Public

My commission expires 10-12-20

Loan No: 402445700

**MODIFICATION OF MORTGAGE
(Continued)**

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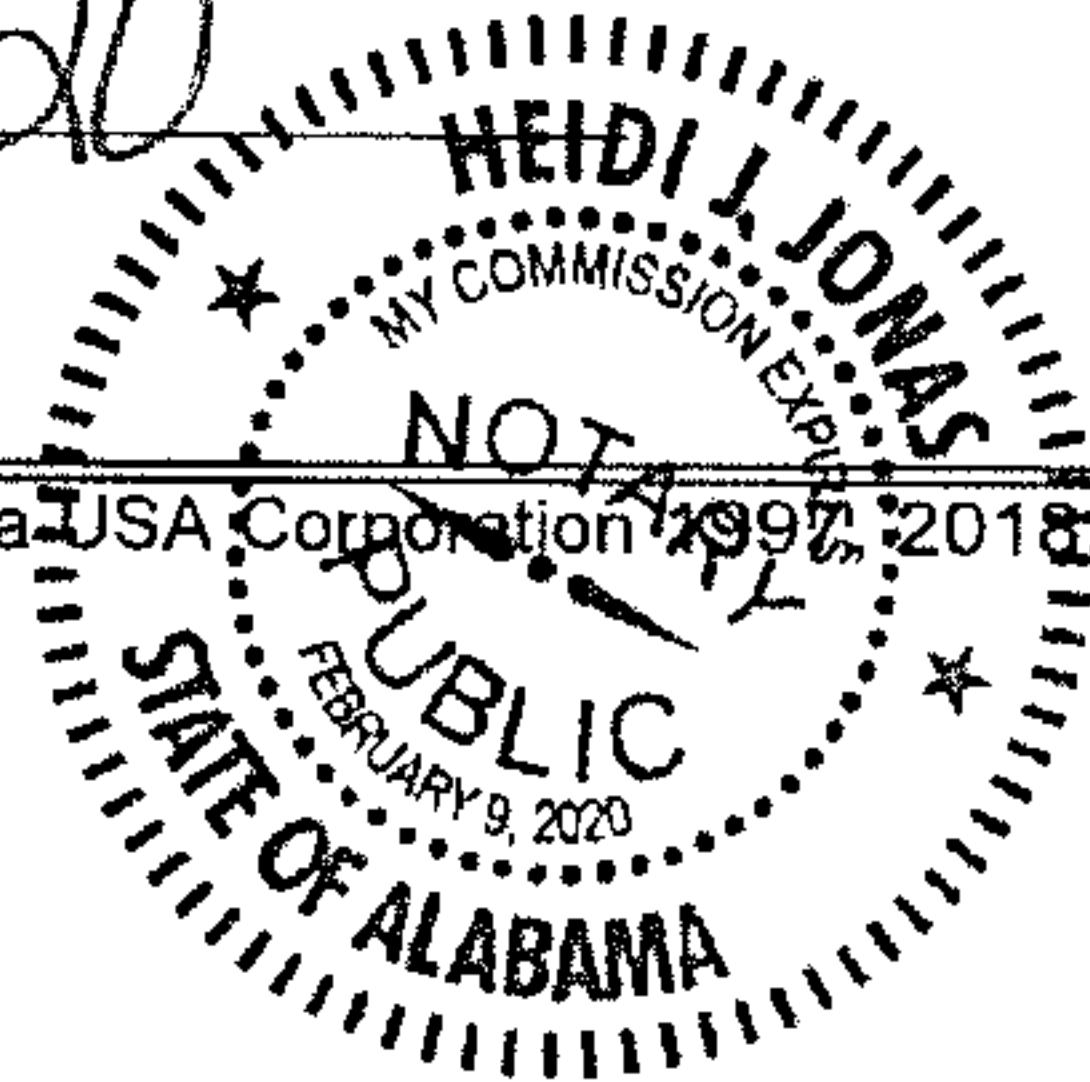
LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Madison) SS
)

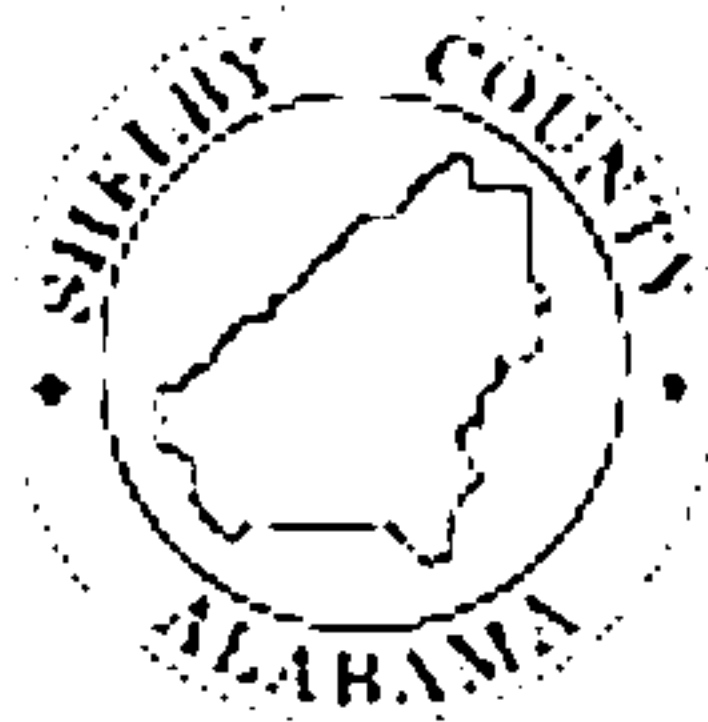
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Thomas Alan Busby** whose name as **Senior Vice President of National Bank of Commerce** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such **Senior Vice President of National Bank of Commerce**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 11 day of OCT, 20 18.

My commission expires 2.9.20



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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/19/2018 11:55:11 AM
\$828.00 CHERRY
20181019000372240

Allen S. Bayal