

After Recording Return To:
Parker Law Firm, LLC
1560 Montgomery Hwy Ste 205
Birmingham, AL 35216

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AGREEMENT FOR MODIFICATION, RE-AMORTIZATION, OR EXTENSION OF A MORTGAGE

This Agreement for Modification, Reamortization, or Extension of a Mortgage ("Agreement"), made this 29th day of November, 2018, between The Boyd Tucker Company Helena, LLC ("Borrower") and Progress Bank and Trust ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") dated February 9th, 2018 and recorded in Instrument No. 20180226000060550 Records Shelby County, Alabama, (2) the Note, bearing the same date, modified November 29th, 2018 and secured by, the Security Instrument, and (3) prior extensions or modifications of the Note and Security Instrument, if any. The Note and Security Instrument, together with any prior extensions or modifications thereof, are referred to in this Agreement as the "Mortgage," and the Mortgage covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at
5385 Helena Parkway, Helena, AL 35080,

(Property Address)

the real property described being set forth as follows:

See Attached Exhibit "A"

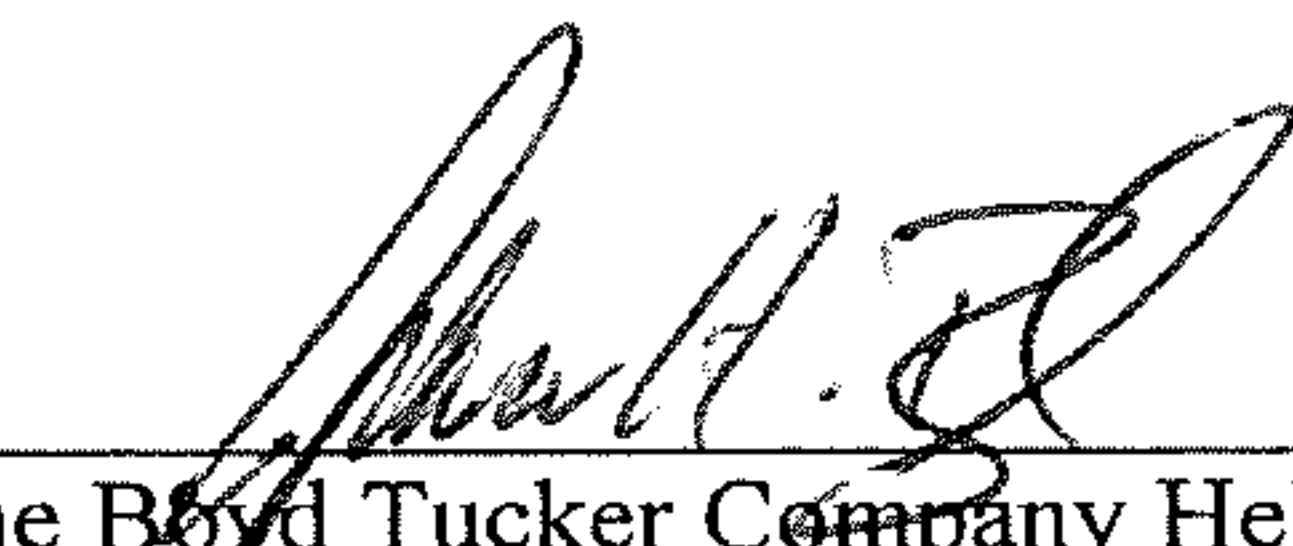
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Mortgage):

- Increase Loan amount from \$1,865,000 to \$2,250,000. Maturity Date will remain the same.
- 1. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on Borrower.

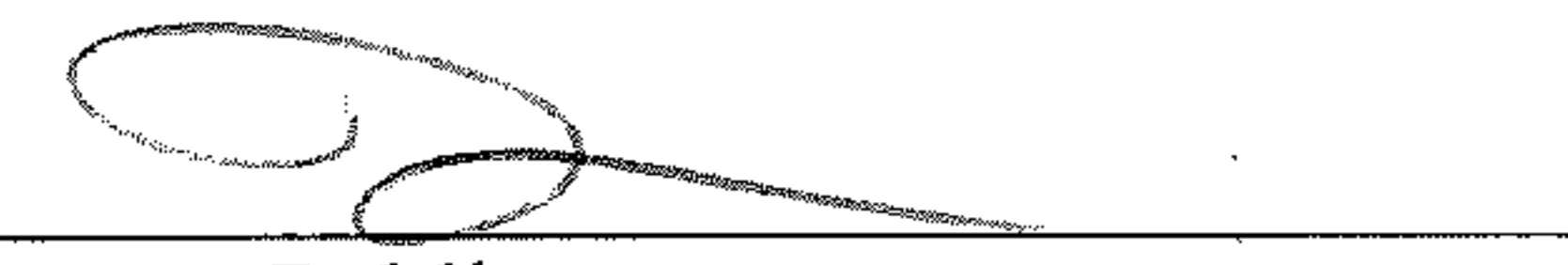
- 2. Borrower also will comply with all other covenants, agreements, and requirements of the Mortgage, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Mortgage.
- 3. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Mortgage, shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Mortgage shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Mortgage, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Mortgage are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Mortgage.
- (d) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of Borrower.
- (e) 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.

 (Seal)
The Boyd Tucker Company Helena, LLC- Borrower
By: Joshua H. Boyd
Its: Member

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that Joshua H. Boyd whose name as Member of The Boyd Tucker Company Helena, LLC, a limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer 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 the 29th day of November, 2018 .


Notary Public
My Commission Expires:

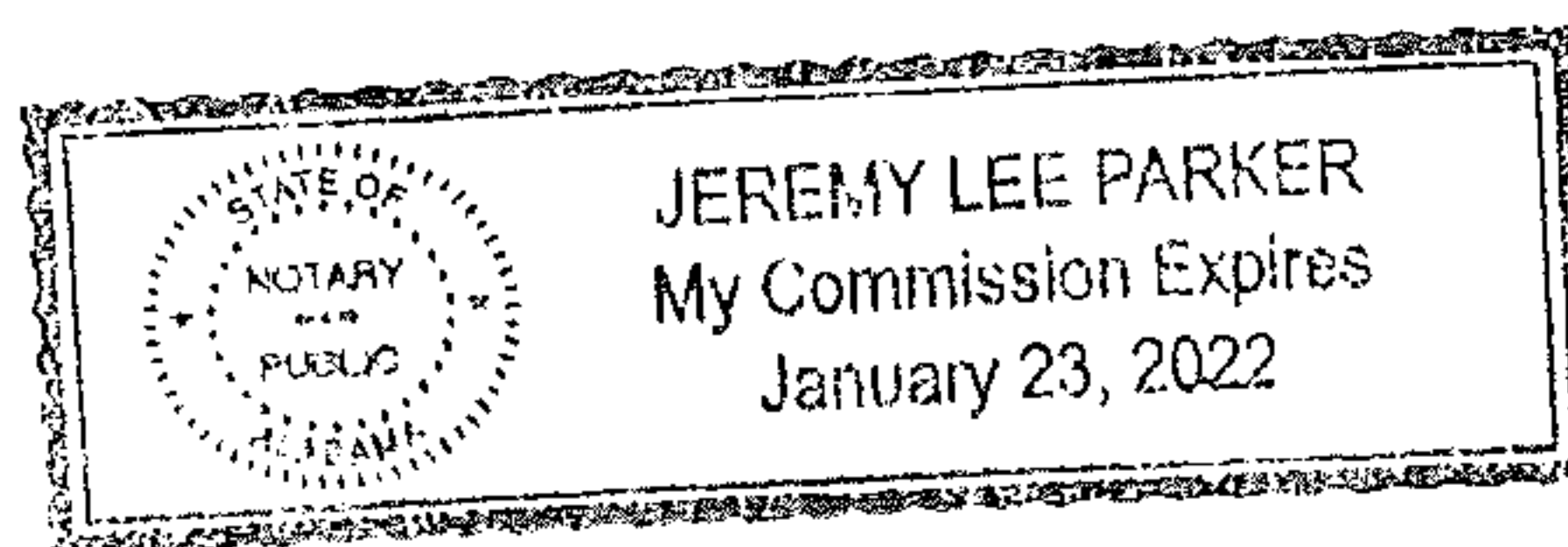


EXHIBIT "A"

A parcel of land situated in the NE ¼ of the NE ¼ of Section 28, Township 20 South, Range 3 West, and the SE ¼ of the NE ¼ of said Section 28, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at the NE corner of Section 28, Township 20 South, Range 3 West, Shelby County, Alabama; thence run South 00°21'10" West along the East line of said Section line for a distance of 887.52 feet to a found one inch crimp pipe marking the SE corner of Lot 12, Kingridge Subdivision as recorded in Map Book 6, Page 87 in the Probate Office of Shelby County, Alabama, said point also lying on the West line of Lot 3, Fox Haven First Sector as recorded in Map Book 7, Page 35 in the Probate Office of Shelby County, Alabama; thence run South 00°17'35" West along the West line of Lots 3 through 14 of said subdivision and along the East Line of said Section for a distance of 888.47 feet to a found capped rebar stamped RC FARMER, said point marking the NE corner of Lot 35, Rocky Ridge Phase 2 as recorded in Map Book 27, Page 16 in the Probate Office of Shelby County, Alabama; thence leaving said Section line and said Fox Haven First Sector Lot line run North 88°40'45" West along the North line of Lots 20, 21, 34 & 35, Rocky Ridge Phase 2 as recorded in Map Book 27, Page 16 and along the North line of Lots 9 through 22, Breckenridge Park, Block 2 as recorded in Map Book 9, Page 110 in the Probate Office of Shelby County, Alabama for a distance of 1053.28 to a point, said point being the point of beginning of the parcel herein described; thence continue along the last described course and along the North line of Lots 1 through 9, Block 7 of said Breckenridge Park subdivision for a distance of 274.74 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point lying on the Eastern right of way of Alabama Highway 17 (aka Montgomery Road 80' ROW); thence leaving said Lot line run North 10°45'59" East along said right of way for a distance of 427.656 feet to a point; thence leaving said right of way run South 79°14'01" East for a distance of 177.98 feet to a point, said point lying on a curve to the left, said curve having a radius of 1525.56 feet, a central angle of 06°13'45", a chord bearing of South 82°20'58" East, and a chord distance of 165.78 feet; thence run along the arc of said curve for a distance of 165.86 feet to a point; thence run South 03°32'34" West for a distance of 1.29 feet; thence run South 88°43'15" East for a distance of 20.72 feet to a point; thence run South 00°13'10" West for a distance of 348.15 feet to a point; thence run North 88°40'45" West for a distance of 163.14 feet to a point; thence run South 01°19'15" West for a distance of 25.00 feet to the point of beginning. Situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/06/2018 02:17:54 PM
\$598.50 CHARITY
20181206000426990

Allen S. Bayl