PREPARED BY and RETURN TO:

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

STATE OF ALABAMA
SHELBY COUNTY

201901040000004440
201901040000004440 1/4 \$188.10
Shelby Cnty Judge of Probate, AL 01/04/2019 03:15:33 PM FILED/CERT

SECOND MODIFICATION OF MORTGAGE

WITNESSETH

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

WHEREAS, Borrower executed that certain Mortgage dated as of February 13, 2018, in favor of Lender and recorded on February 22, 2018, in Inst. 20180222000056770, of the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), which Mortgage encumbers the Property, and Modified by Modification of Mortgage recorded August 28, 2018 in Inst. 201808280000308180 modifying the amount of the mortgage to \$83,333.33;

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 \$145,000.00 each, 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. <u>Defined Terms</u>. All capitalized terms used herein, unless otherwise defined herein, have the meaning as set forth in the Mortgage.

M180123 525 Canterbury Lane

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 \$109,333.33. 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.
- 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. <u>Miscellaneous</u>. 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.



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	Steven E. Chambers, Member
	LENDER: Bancorp South Bank
	By: Jan By: San Tsenhower Its: SVI
STATE OF ALABAMA)	
Shell county)	
	he said BORROWER, by its Member, Steven E. Chambers, onveyance, has hereto set his signature and seal on the date at.
Given under my hand this is	day of December, 2018.
	Notary Public
[NOTARIAL SEAL]	My commission expires NOTARY NOTARY PUBLIC My Commission Expires
STATE OF ALABAMA)	September 10, 2022
Melli COUNTY)	
federally chartered bank licensed a foregoing instrument and who is known	Public in and for said County in said State, hereby certify, whose name as OPP of BancorpSouth Bank, a and operating in the State of Alabama, is signed to the own to me, acknowledged before me on this day that, being ament, s/he, as such officer and with full authority, executed at of said Dank.
Given under my hand this is	day of <u>Becerular</u> , 2018.
, 2 0	Notary Public My commission expires: My Commission Expires September 10, 2022 190104000004440 3/4 \$188.10 Public Public September 10, 2022

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ENTITY NAME: FORVIC, LLC

EXHIBIT A

Legal Description

525 Canterbury Road, Pelham AL 35124 Parcel ID: 13-1-11-4-001-016.000

Lot 22, in Block 5, Oak Mountain Estates, Third Sector, according to Map as recorded in Map Book 5, on Page 83, in the Probate Office of Shelby County, Alabama.

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