

20190128000028120
01/28/2019 10:25:39 AM
MORTAMEN 1/8

Please cross reference to
Mortgage recorded in
Instrument 2018124000024340

*This instrument prepared by
and when recorded return to:*
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, AL 35203-2119
Attention: Brad Buck

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE TAX ON \$302,035.00 OF SECURED INDEBTEDNESS WAS PREVIOUSLY PAID UNDER THE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT DATED JANUARY 19, 2018, AND FILED WITH THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT 20180124000024340. MORTGAGE TAX ON \$147,294.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED FEBRUARY 6, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20180222000056240. MORTGAGE TAX ON \$221,896.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED FEBRUARY 6, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20180222000057190. MORTGAGE TAX ON \$158,860.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED MARCH 2, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20180315000086160. MORTGAGE TAX ON \$149,300.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED MARCH 16, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20180322000084150. MORTGAGE TAX ON \$313,348.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED MARCH 22, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20180329000103610. MORTGAGE TAX ON \$586,875.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED MARCH 22, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20180402000107380. MORTGAGE TAX ON \$304,107.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED APRIL 6, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20180411000120480. MORTGAGE TAX ON \$151,873.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED MAY 3, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20180509000159040. MORTGAGE TAX ON \$153,792.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED MAY 3, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20180510000160550. MORTGAGE TAX ON \$592,822.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED JULY 10, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20180717000253240. MORTGAGE TAX ON \$842,607.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED JULY 12, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20180720000258670. MORTGAGE TAX ON \$438,539.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED SEPTEMBER 12, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20180921000338340. MORTGAGE TAX ON \$163,740.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED SEPTEMBER 12, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20180921000338540. MORTGAGE TAX ON \$22,500.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED NOVEMBER 5, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20181115000404210. MORTGAGE TAX ON \$258,752.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED DECEMBER 13, 2018, FILED FOR RECORD IN MORTGAGE INSTRUMENT NUMBER 20181219000443030. MORTGAGE TAX ON \$159,000.00, OF SECURED INDEBTEDNESS UNDER THE SPREADER AGREEMENT DATED JANUARY 7, 2019, FILED FOR

RECORD IN MORTGAGE INSTRUMENT NUMBER 20190114000014680. MORTGAGE TAX IN THE AMOUNT OF \$275,366.00 DUE ON THE INCREASE (AS DEFINED BELOW) IS BEING PAID UPON THE RECORDING OF THIS AGREEMENT. THE MATURITY DATE OF SUCH INDEBTEDNESS IS NOT BEING EXTENDED.

NOTE AND MORTGAGE MODIFICATION AND SPREADER AGREEMENT

THIS NOTE AND MORTGAGE MODIFICATION AND SPREADER AGREEMENT (this "Agreement") is made this 22 day of January, 2019, by and among SDH BIRMINGHAM LLC, a Georgia limited liability company, as mortgagor, whose address is 110 Village Trail, Suite 215, Woodstock, Georgia 30188, Attention: John Sax, SDC GWINNETT LLC, a Georgia limited liability company, whose address is 110 Village Trail, Suite 215, Woodstock, Georgia 30188, Attention: John Sax, SDH NASHVILLE LLC, a Georgia limited liability company, whose address is 110 Village Trail, Suite 215, Woodstock, Georgia 30188, Attention: John Sax, SDH RALEIGH LLC, a Georgia limited liability company, whose address is 110 Village Trail, Suite 215, Woodstock, Georgia 30188, Attention: John Sax, SDH CHARLOTTE LLC, a Georgia limited liability company, whose address is 110 Village Trail, Suite 215, Woodstock, Georgia 30188, Attention: John Sax (together with Mortgagor, "Borrowers"), and REGIONS BANK, as mortgagee (in such capacity, together with its successors and assigns, "Mortgagee"), whose address is 1180 West Peachtree Street, Suite 900, Atlanta, Georgia 30309, Attention: Scott McLay.

WITNESSETH:

WHEREAS, Mortgagee has heretofore made a loan to Borrowers (the "Loan"), which Loan is evidenced by that certain Secured Promissory Note dated as of January 19, 2018, executed by Borrowers, as co-borrowers, and payable to the order of Mortgagee in the aggregate principal face amount of \$302,035.00 (as amended, modified, restated and supplemented from time to time, the "Note");

WHEREAS, as security for the Loan, Mortgagor executed and delivered to Mortgagee that certain Mortgage, Assignment of Rents and Leases and Security Agreement, dated as of January 19, 2018, and recorded as Instrument Number 20180124000024340; Note and Modification and Spreader Agreement, dated February 6, 2018, and recorded as Instrument Number 20180222000056240; Note and Modification and Spreader Agreement, dated February 6, 2018, and recorded as Instrument Number 20180222000057190, Note and Modification and Spreader Agreement, dated March 2, 2018, and recorded as Instrument Number 20180315000086160, Note and Modification and Spreader Agreement, dated March 16, 2018, and recorded as Instrument Number 20180322000094150, Note and Modification and Spreader Agreement, dated March 22, 2018, and recorded as Instrument Number 20180329000103610, Note and Modification and Spreader Agreement, dated March 22, 2018, and recorded as Instrument Number 20180402000107380, Note and Modification and Spreader Agreement, dated April 6, 2018, and recorded as Instrument Number 20180411000120480, Note and Modification and Spreader Agreement, dated May 3, 2018, and recorded as Instrument Number 20180509000159040, Note and Modification and Spreader Agreement, dated May 3, 2018, and recorded as Instrument Number 20180510000160550, Note and Modification and Spreader Agreement, dated July 10, 2018, and recorded as Instrument Number 20180717000253240, Note and Modification and Spreader Agreement, dated July 12, 2018, and recorded as Instrument Number 20180720000258670, Note and Modification and Spreader Agreement, dated September 12, 2018, and recorded as Instrument Number 20180921000338340, Note and Modification and Spreader Agreement, dated September 12, 2018, and recorded as Instrument Number 20180921000338540, Note and Modification and Spreader Agreement, dated November 5, 2018, and recorded as Instrument Number 20181115000404210, Note and Modification and Spreader Agreement, dated December 13, 2018, and recorded as Instrument Number 20181219000443030, Note and Modification and Spreader Agreement, dated January 7, 2019, and recorded as Instrument Number 20190114000014680, in the Office of the Judge of Probate of Shelby County, Alabama (together with all assignments, amendments, modifications, restatements, and supplements thereto, the "Mortgage"); and

WHEREAS, Borrowers have requested that Mortgagee extend an additional loan to Borrowers in the amount of **\$275,366.00** (the "Increase"). Following the Increase, the total amount of the Loan will be **\$5,242,706.00**. Mortgagee has agreed to extend the Increase, on the terms and conditions herein stated;

WHEREAS, Borrowers now intend to amend the Note by increasing the principal amount thereof and to amend the Mortgage by adding an additional tract of land to the Land (as that term is defined in the Mortgage) for the purpose of providing additional collateral to secure the Note.

NOW THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers and Mortgagee agree as follows:

1. Borrowers hereby promise to pay the Increase to the order of Mortgagee. Accordingly, the Note is hereby amended to evidence the total principal amount of up to **\$5,242,706.00**. The Loan, as increased by the Increase, will continue to bear interest as set forth in that certain Second Amended and Restated Loan Agreement dated as of December 12, 2017, among Borrowers and Mortgagee (as amended, modified, restated and supplemented from time to time, the "Loan Agreement"), and will continue to be payable in accordance with the terms of the Loan Agreement and the Note.

2. Exhibit A to the Mortgage is hereby amended by adding thereto the description of real property contained on Schedule A hereto (such described real property being hereinafter referred to as the "Additional Land"). The term "Land" as defined in the Mortgage is hereby amended to include the Additional Land.

3. To further effect the foregoing, Mortgagor does hereby MORTGAGE, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ALIEN, ASSIGN and SET OVER to Mortgagee, as security for the payment and performance of the Secured Indebtedness (as defined in the Mortgage), the Additional Land, together with all appurtenances and rights thereto and all improvements thereon, to the same extent as given with respect to all other Property (as defined in the Mortgage) under the Mortgage, with all covenants, representations and warranties as to such property as are given with respect to all other Property under the Mortgage; TO HAVE AND TO HOLD the Additional Land and all rights, estates, powers, benefits, interests and privileges appurtenant thereto of every kind and character which Mortgagor now has or hereafter acquires in, to or for the benefit of the Additional Land and all other property and rights used or useful in connection with the therewith, unto Mortgagee, and Mortgagee's successors and assigns, forever.

4. It is the intent of Mortgagor that the Mortgage be construed in every sense as though the Additional Land was originally described in the Mortgage, and each and every other term and provision of the Mortgage should be applicable thereto as though the Additional Land had been originally described therein.

5. Except as expressly modified or amended herein, all of the terms and conditions of the Note and the Mortgage shall remain in full force and effect and are hereby ratified, affirmed, and approved.

6. Mortgagee may attach a copy of this Agreement to the Note, and all references hereinafter in any of the other Loan Documents (as defined in the Loan Agreement) shall be to the Note, as amended hereby. Mortgagee is authorized to type on the Note the following:

This Note has been amended by that certain Note and Mortgage Modification and Spreader Agreement dated as of January 22, 2019, entered into by and among SDH Birmingham LLC, SDC Gwinnett LLC, SDH Nashville LLC, SDH Raleigh LLC, SDH Charlotte LLC and Regions Bank, a copy of which Agreement is attached hereto and made a part hereof.

7. Borrowers acknowledge and agree that this Agreement is not indented to be, and shall not be deemed to or construed to be, a novation or release of the Note. Borrowers represent and warrant that they have no defenses, claims, or rights of setoff under the Note or the Mortgage as of the date hereof and agree that this Agreement is not to be construed as affecting the priority of the Mortgage with respect to the other Property (as defined in the Mortgage).

8. This Agreement shall be binding upon Borrowers and shall inure to the benefit of Mortgagee and its successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed, delivered and sealed by their duly authorized representatives as of day and year first above written.

MORTGAGOR:

SDH BIRMINGHAM LLC,
a Georgia limited liability company

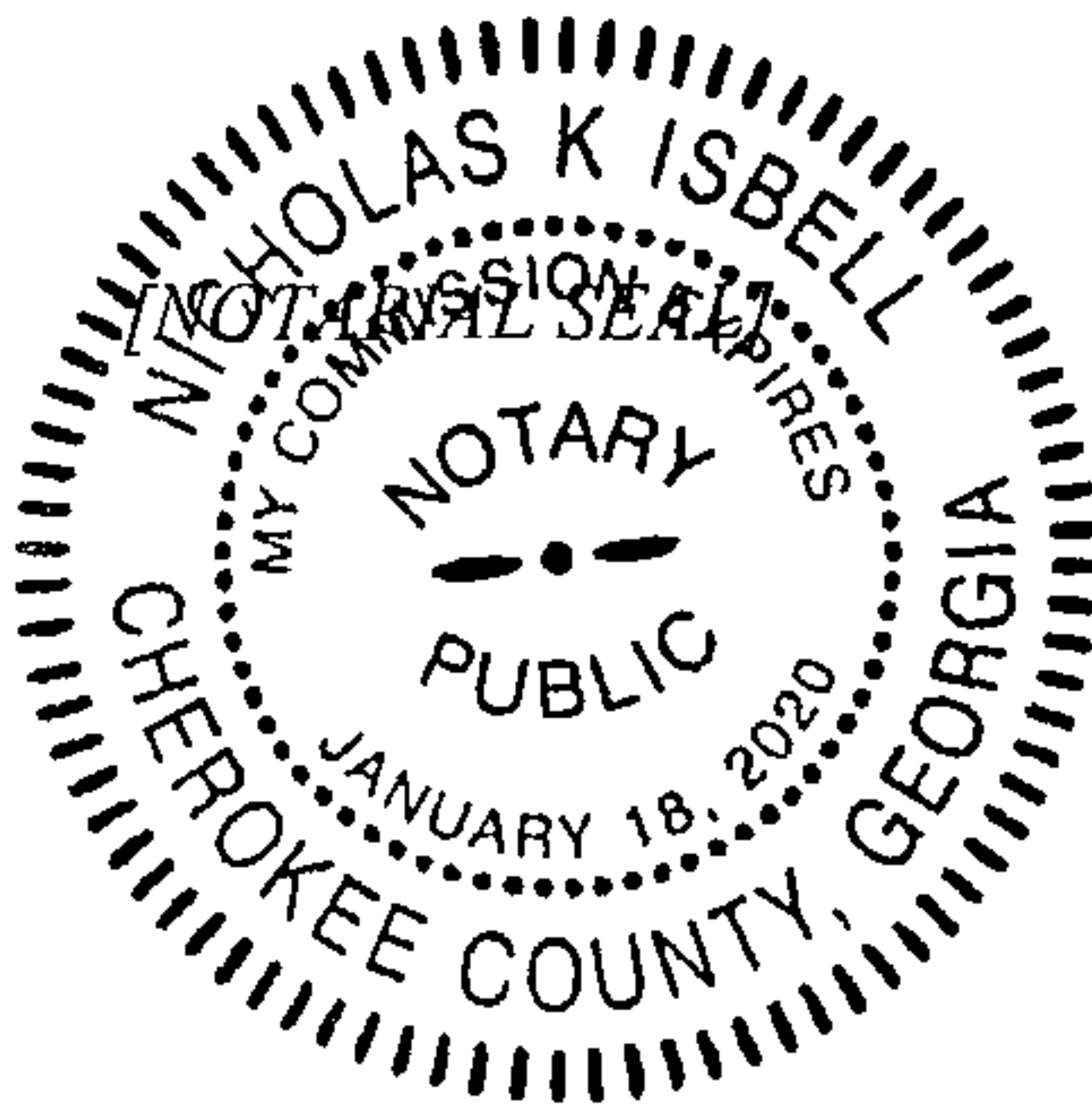
BY: Edward W. Kleid IV
Name: Edward W. Kleid, IV
Title: Senior Finance Manager

Mortgagor's Address for Notices:
110 Village Trail, Suite 215
Woodstock, Georgia 30188
Attention: John Sax

STATE OF GEORGIA)
 :
COUNTY OF CHEROKEE)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Edward W. Kleid, IV** as **Senior Finance Manager** of **SDH Birmingham LLC**, a Georgia limited liability company, 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 said instrument, he as such officer and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 22 day of January, 2019.



Nicholas K. Isbell
NOTARY PUBLIC
My Commission Expires: 1/18/20

SDC GWINNETT LLC,
a Georgia limited liability company

BY: Edward W. Kleid IV
Name: Edward W. Kleid, IV
Title: Senior Finance Manager

SDH NASHVILLE LLC,
a Georgia limited liability company

BY: Edward W. Kleid IV
Name: Edward W. Kleid, IV
Title: Senior Finance Manager

SDC RALEIGH LLC,
a Georgia limited liability company

BY: Edward W. Kleid IV
Name: Edward W. Kleid, IV
Title: Senior Finance Manager

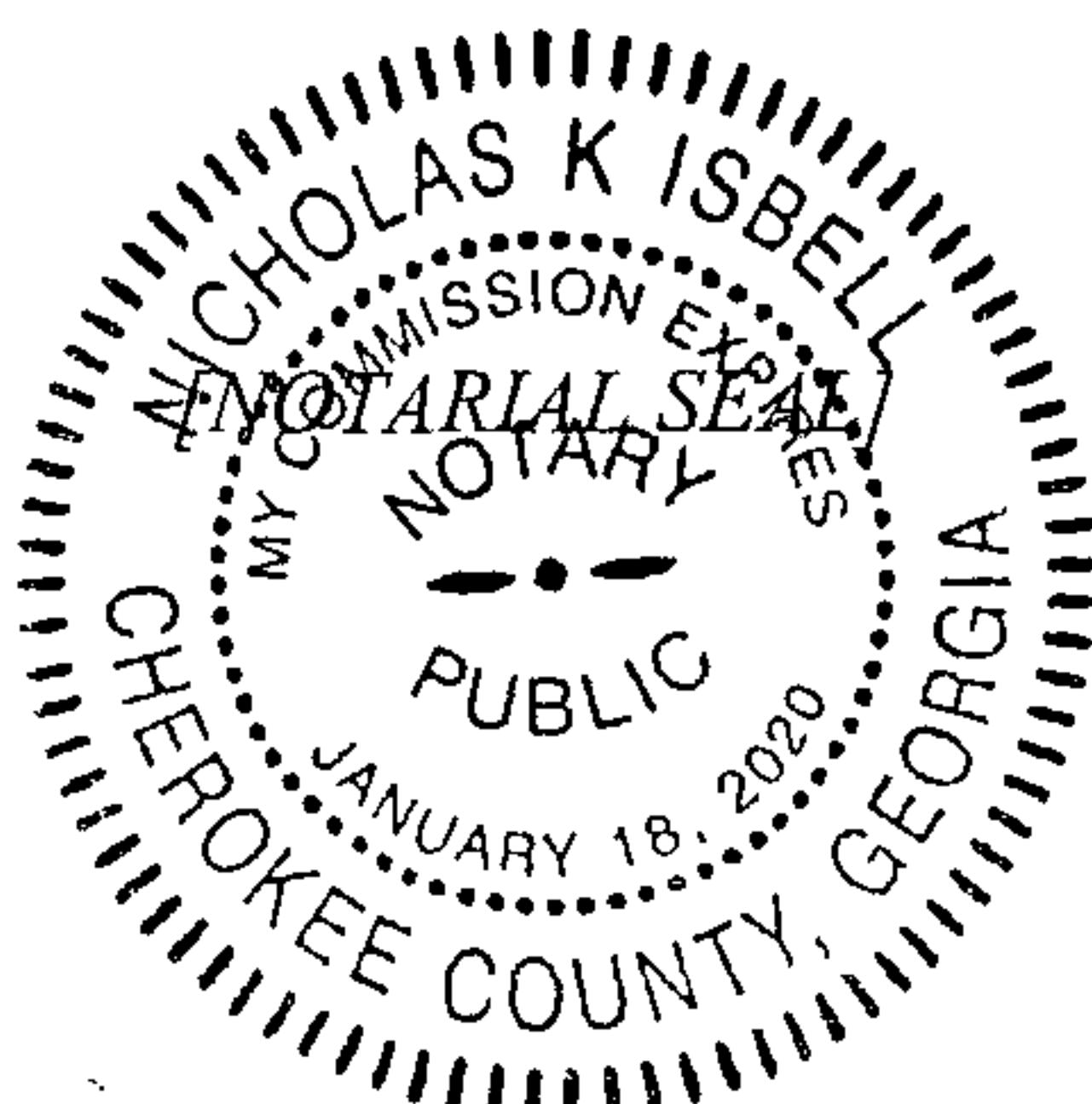
SDC CHARLOTTE LLC,
a Georgia limited liability company

BY: Edward W. Kleid IV
Name: Edward W. Kleid, IV
Title: Senior Finance Manager

STATE OF GEORGIA)
 :
COUNTY OF CHEROKEE)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Edward W. Kleid, IV** as **Senior Finance Manager** for each of **SDC Gwinnett LLC, SDH Nashville LLC, SDH Raleigh LLC and SDH Charlotte LLC**, all Georgia limited liability companies, 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 said instrument, he as such officer and with full authority, executed the same for and as the act of each limited liability company.

Given under my hand and official seal this 22 day of January, 2019.



Nicholas K. Isbell
NOTARY PUBLIC
My Commission Expires: 1/18/20

MORTGAGEE:

REGIONS BANK

BY: [Signature]
Name: Till Cutrer
Title: Vice President

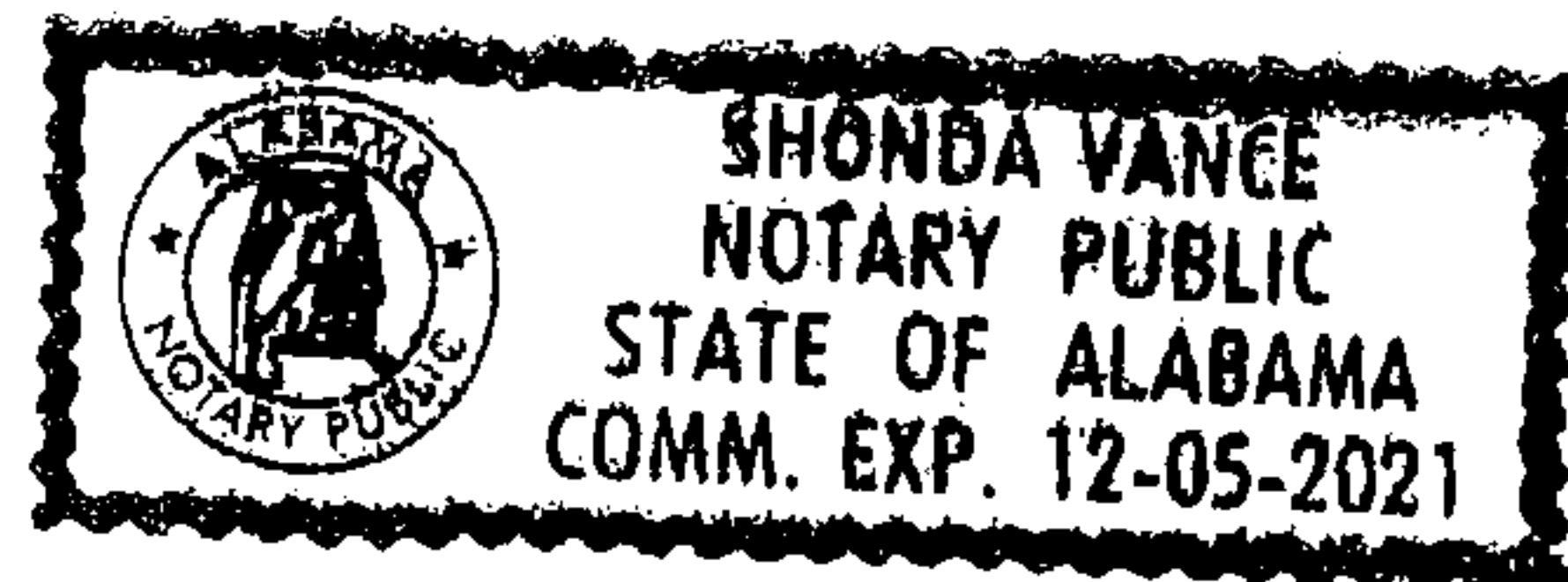
STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Till Cutrer as VP of **Regions Bank**, an Alabama banking corporation, 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 said instrument, s/he as such officer and with full authority, executed the same for and as the act of said banking corporation.

Given under my hand and official seal this 22 day of January, 2019.

[NOTARIAL SEAL]

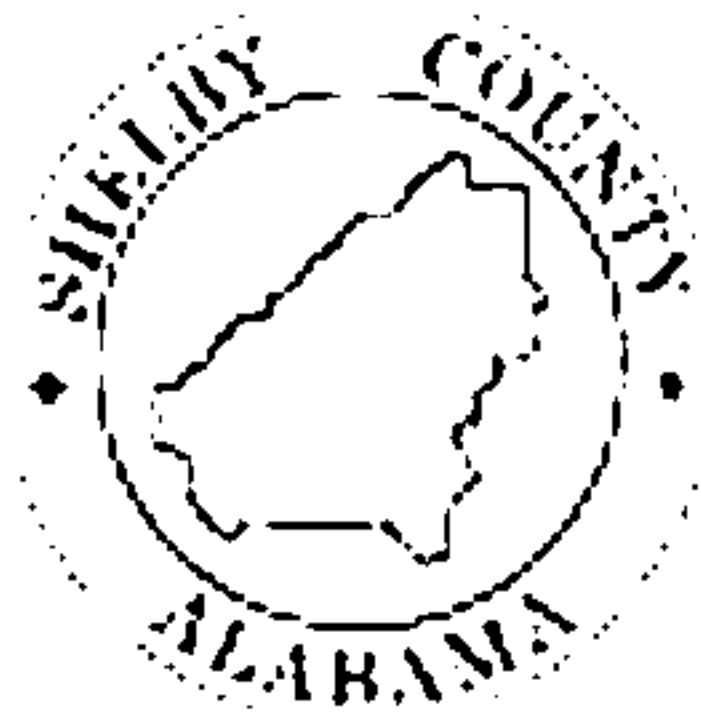
[Signature]
NOTARY PUBLIC
My Commission Expires: _____



SCHEDULE A

Legal Description of the Additional Land

Lots 175 and 176, according to the Survey of Kensington Place Phase II, as recorded in Map Book 42, Page 117, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/28/2019 10:25:39 AM
\$452.10 CHERRY
20190128000028120

Allie S. Beal