

**RECORDATION REQUESTED BY:**

Bryant Bank  
Cahaba Village  
2700 Cahaba Village  
Mountain Brook, AL 35243

**WHEN RECORDED MAIL TO:**

Bryant Bank  
P.O. Office Box 2087  
Birmingham, AL 35201

**SEND TAX NOTICES TO:**

Highland Lakes Development LLLP  
2700 Highway 280, Suite 425  
Birmingham, AL 35223-0000



20190212000045850 1/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
02/12/2019 01:54:42 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%01282019%#####\*

**Notice:** This Modification of Mortgage does not secure new indebtedness or an increased amount of debt under the Note (as defined below).

**THIS MODIFICATION OF MORTGAGE** dated January 28, 2019, is made and executed between Highland Lakes Development LLLP (referred to below as "Grantor") and Bryant Bank, whose address is 2700 Cahaba Village, Mountain Brook, AL 35243 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 28, 2019 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 12/11/18 in Instrument# 20181211000432170 in Shelby County Judge of Probate.

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

Lots 22-92, 22-70 and 22-105, according to the Survey of Highland Lakes, 22nd Sector, Phase II, an Eddleman Community, as recorded in Map Book 36, page 94 A-C, in the Probate Office of Shelby County Alabama.

TOGETHER WITH non-exclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument 1994-07111; First Amendment to Declaration as recorded in Instrument 1996-17543 and Second Amendment to Declaration as recorded in Instrument 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 22nd Sector, Phase II, recorded as Instrument 20060605000263860 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

The Real Property or its address is commonly known as Highland Lakes Development Lots 22-92, 22-70 and 22-105, Birmingham, AL 35242.

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

Remove Lot 22-69 and add new Lot 22-92 and change Property address to Highland Lakes Development Lots 22-92, 22-70 and 22-105, Birmingham, AL 35242.

**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 endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers,

**MODIFICATION OF MORTGAGE  
(Continued)**

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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.

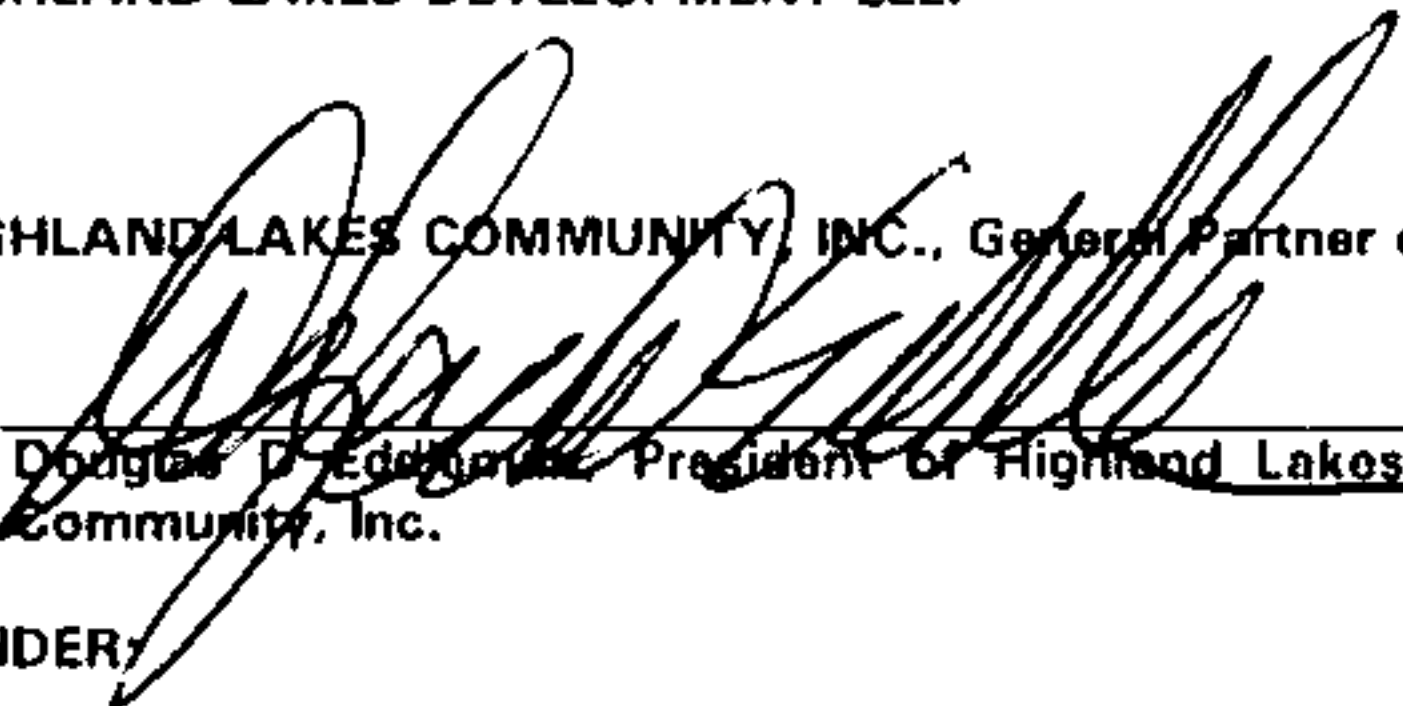
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 28, 2019.**

**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:**

**HIGHLAND LAKES DEVELOPMENT LLLP**

**HIGHLAND LAKES COMMUNITY, INC., General Partner of Highland Lakes Development LLLP**

By:  (Seal)  
Douglas D. Edmonson, President of Highland Lakes  
Community, Inc.


**LENDER:**

**BRYANT BANK**

X  (Seal)  
Brian Ethridge, Executive Vice President

This Modification of Mortgage prepared by:

Name: Donna Atchison  
Address: 2700 Cahaba Village  
City, State, ZIP: Mountain Brook, AL 35243

  
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MODIFICATION OF MORTGAGE  
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PARTNERSHIP ACKNOWLEDGMENT

STATE OF Alabama

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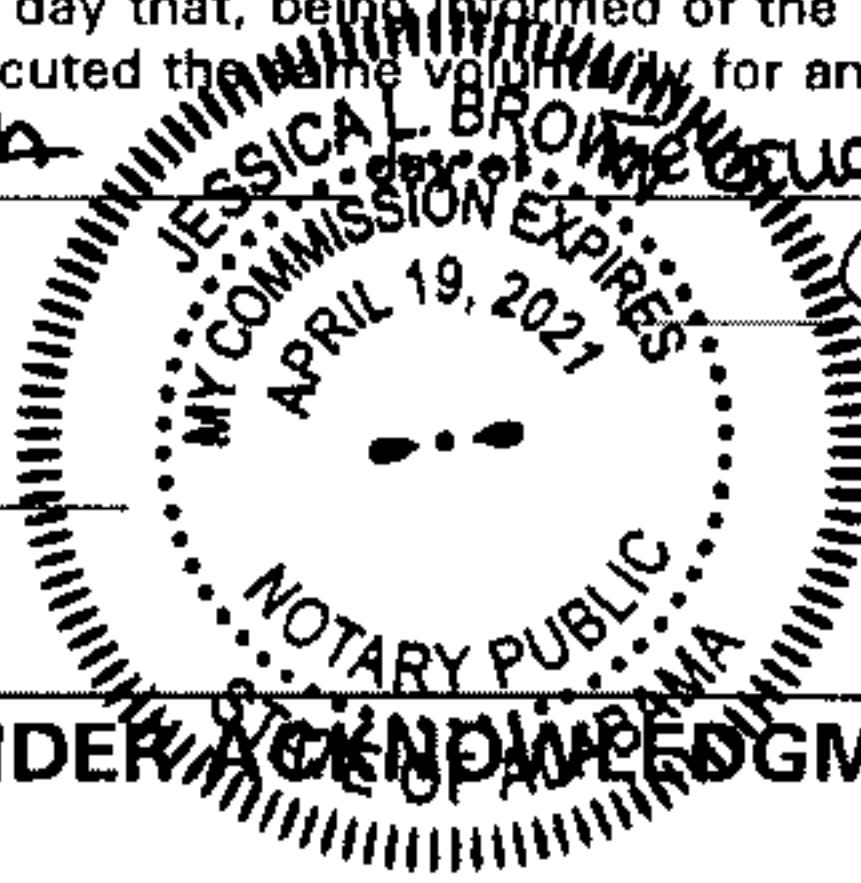
COUNTY OF Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Douglas D Eddleman, President of Highland Lakes Community, Inc., General Partner of Highland Lakes Development LLLP, a general partnership, 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 general partner or designated agent and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 6th day of February, 20 19.

My commission expires 4-19-2021



Jessica L. Brown  
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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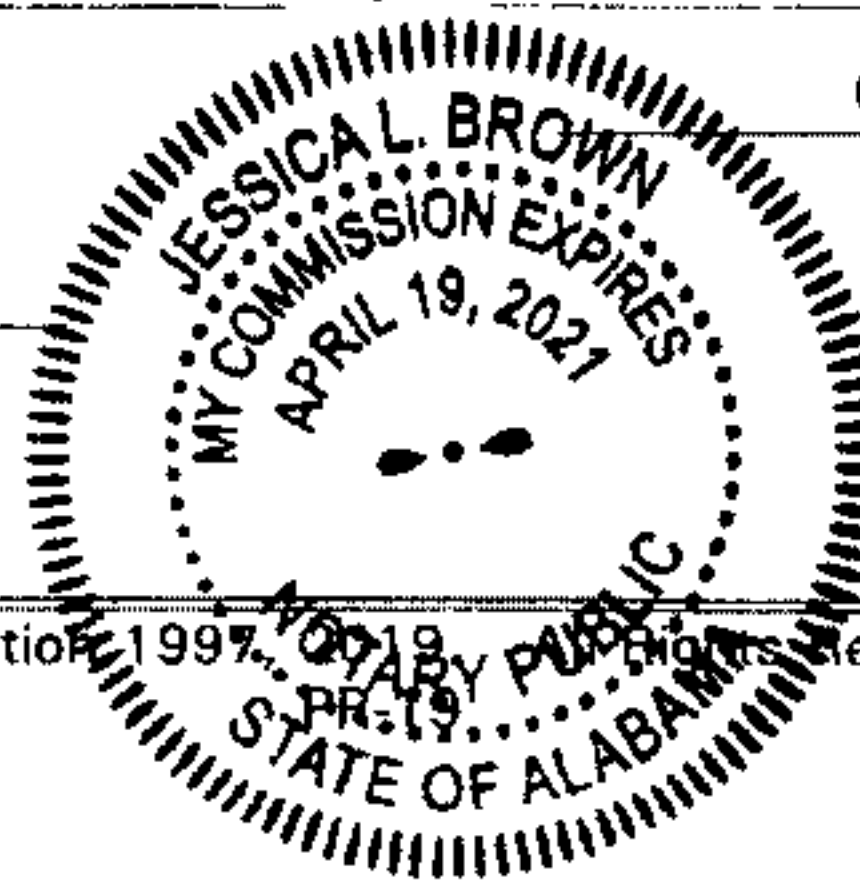
COUNTY OF Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Brian Ethridge whose name as Executive Vice President of Bryant Bank 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 Executive Vice President of Bryant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 6th day of February, 20 19.

My commission expires 4-19-2021



Jessica L. Brown  
Notary Public



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