

**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:**

B&AN Inc  
2327 Chalybe Trail  
Hoover, AL 35226

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%02192019%#####\*

Notice: The original principal amount available under the Note (as defined below), which was \$200,000.00 (on which any required taxes already have been paid), now is increased by an additional \$570,000.00.

THIS MODIFICATION OF MORTGAGE dated February 19, 2019, is made and executed between B&AN Inc (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 February 25, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 2/25/16 and recorded in 20160309000076940 on 3/9/16 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:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 21244 Hwy 25, Columbiana, AL 35051. And 21256 Hwy 25.

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

Mortgage will be increased from \$200,000.00 to \$770,000.00 and also to add the following Future Advances or Re-Advances language:

Future Advances or Re-Advances language: In addition to the Note, this Mortgage secures all other indebtedness of the Grantor to the Lender whether or not such indebtedness exists at the time this Mortgage is executed by the Grantor, including future advances or re-advances of indebtedness made by Lender, and whether or not such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or un-matured, as guarantor or otherwise, joint or several, and otherwise secured or not. This Mortgage secures, in addition to the amounts specified in the Note, future advances or re-advances in an unlimited amount, including any renewal, extension, modification or increase, together with all interest thereon, which Lender may make pursuant to the terms and conditions of the Note or any other note, loan agreement, security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, or any other instrument or agreement of any kind now or hereafter existing as security for or executed in connection with this or any related indebtedness.

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,

\* Legal Description modified to reflect additional property.

MODIFICATION OF MORTGAGE  
(Continued)

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 FEBRUARY 19, 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:

B&AN INC

By: *Ahmed Bhadigia* (Seal)  
Ahmed Bhadigia, President of B&AN Inc

LENDER:

BRYANT BANK

X *Brian Ehridge* (Seal)  
Brian Ehridge, Executive Vice President

This Modification of Mortgage prepared by:

Name: Mary Hudson  
Address: 2700 Cahaba Village  
City, State, ZIP: Mountain Brook, AL 35243

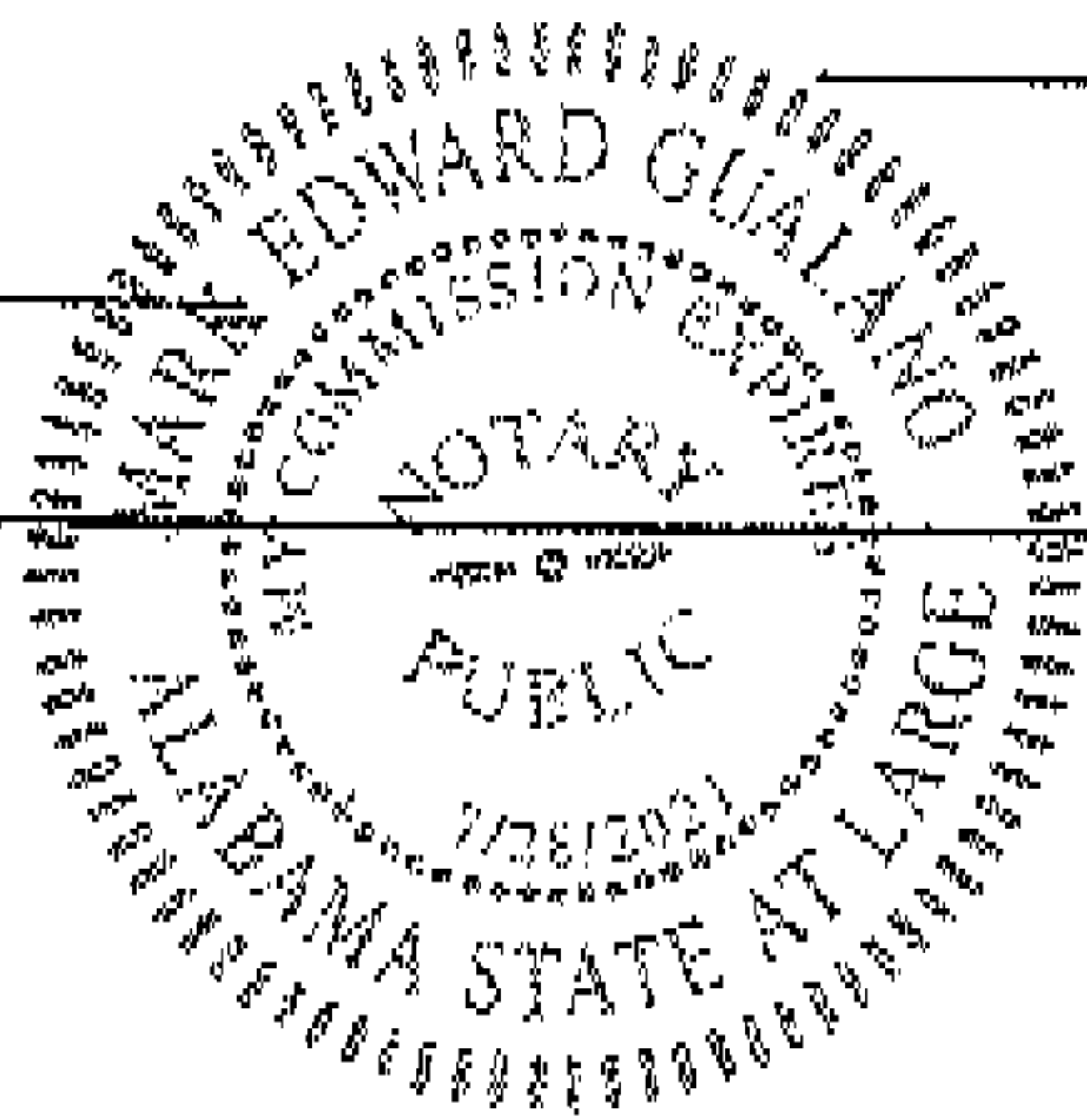
CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA )  
 ) SS  
COUNTY OF Telford )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ahmed Bhadigia, President of B&AN Inc, a corporation, 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 of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19th day of February, 2019  
*Mark Edward Gualano*  
Notary Public

My commission expires 7/28/21



MODIFICATION OF MORTGAGE  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA

)

COUNTY OF Jefferson

SS

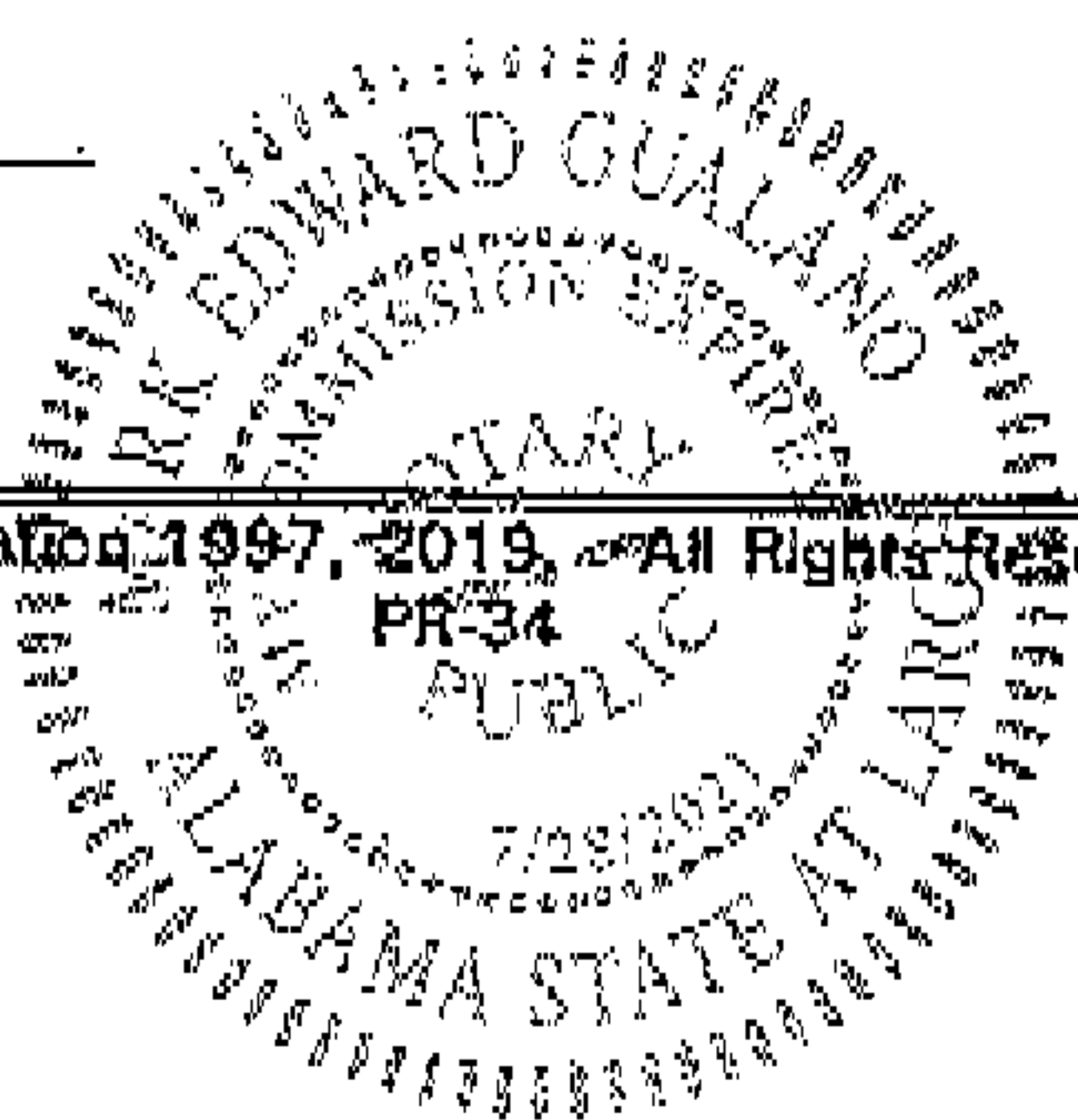
)

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 19th day of February 2019

Notary Public

My commission expires 7/28/21



**EXHIBIT "A"  
LEGAL DESCRIPTION**

File No.: 2019009

Commence at the SW Corner of the NW 1/4 of the NE 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama: thence N00°00'00"E, a distance of 289.39'; thence S89°27'27"W, a distance of 30.33'; thence N33°07'53"W, a distance of 102.42'; thence N24°57'45"E a distance of 147.24' to the POINT OF BEGINNING; thence N24°57'20"E, a distance of 142.97'; thence S65°07'28"E distance of 82.00'; thence S19°59'54" W, distance of 101.50'; thence N89°51'15"W, a distance of 100.00' to the POINT OF BEGINNING.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/20/2019 03:45:23 PM  
\$879.00 CHARITY  
20190220000054800

*Allie S. Beyl*