

THIS INSTRUMENT PREPARED BY:

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2125 Morris Avenue  
Birmingham, AL 35203

**NO EXTENSION OR RENEWAL CONTRACT IS BEING OFFERED FOR FILING OR FOR RECORD;  
THIS IS BEING RECORDED AS EVIDENCE OF ADDITIONAL COLLATERAL AND A LINE OF  
CREDIT INCREASE  
(NO RECORDATION TAX IS DUE AS ALL RECORDING TAXES WERE PAID IN CONNECTION  
WITH A MORTGAGE MODIFICATION AGREEMENT DATED JANUARY 30, 2019 AND RECORDED  
IN INSTRUMENT NO. 2019008687 IN THE PROBATE COURT OF JEFFERSON COUNTY, ALABAMA.)**

STATE OF ALABAMA )

**MORTGAGE MODIFICATION AGREEMENT**

COUNTY OF SHELBY )

This Agreement is by and between **SouthPoint Bank** ("Bank") and **Sawyer Trail, LLC**, an Alabama limited liability company, and **SB Dev. Corp.**, an Alabama domestic corporation (collectively, "Borrower"), and **Brock Point Partners, LLC**, an Alabama limited liability company.

WHEREAS, Borrower is indebted to Bank as evidenced by a Revolving Credit Commercial Note dated May 2, 2016, and secured by a Master Future Advance Mortgage dated August 3, 2017, such mortgage being recorded on February 9, 2018, at Instrument #20180209000043030 in the Probate Office of Shelby County, Alabama ("Mortgage"); and

WHEREAS, the real property described on the attached Exhibit "A" serves as collateral for the Mortgage; and

WHEREAS, PURSUANT TO a Mortgage Modification Agreement dated 8/4/17, the loan amount was increased to \$3,500,000.00.

WHEREAS, PURSUANT TO a Mortgage Modification Agreement dated July 2, 2018, the loan amount was increased to \$4,500,000.00.

WHEREAS, Borrower and Bank desire to modify the terms of said Mortgage as set forth herein.

NOW, THEREFORE, for and in consideration of the premises, Borrower and Bank agree that the terms of the Mortgage are modified as follows:

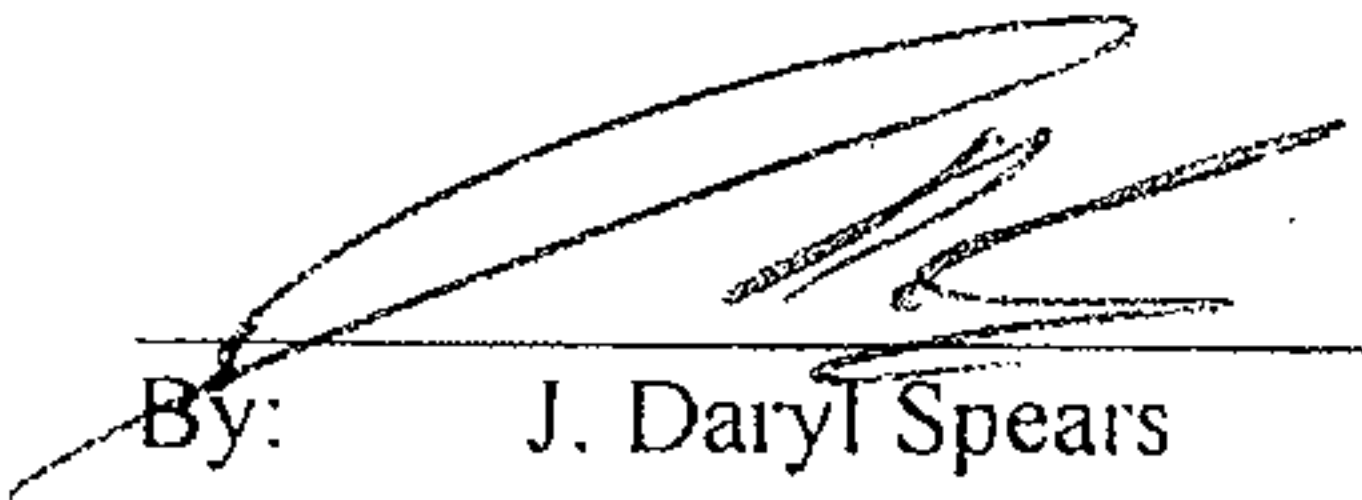
- By increasing the loan amount to \$5,000,000.00.
- By adding the real property listed on the attached Exhibit "A" as additional collateral for the Mortgage.

Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the \_\_\_\_ day of February, 2019.

WITNESS:

**BORROWER:**  
**SB Dev. Corp.**

By:   
Its: Authorized Signer

Sawyer Trail, LLC

By: SB Holding Corp.  
Its: Managing Member

By: J. Daryl Spears  
Its: Authorized Signer

Brock Point Partners, LLC

By: SB Holding Corp.  
Its: Managing Member

By: J. Daryl Spears  
Its: Authorized Signer

BANK:

SouthPoint Bank

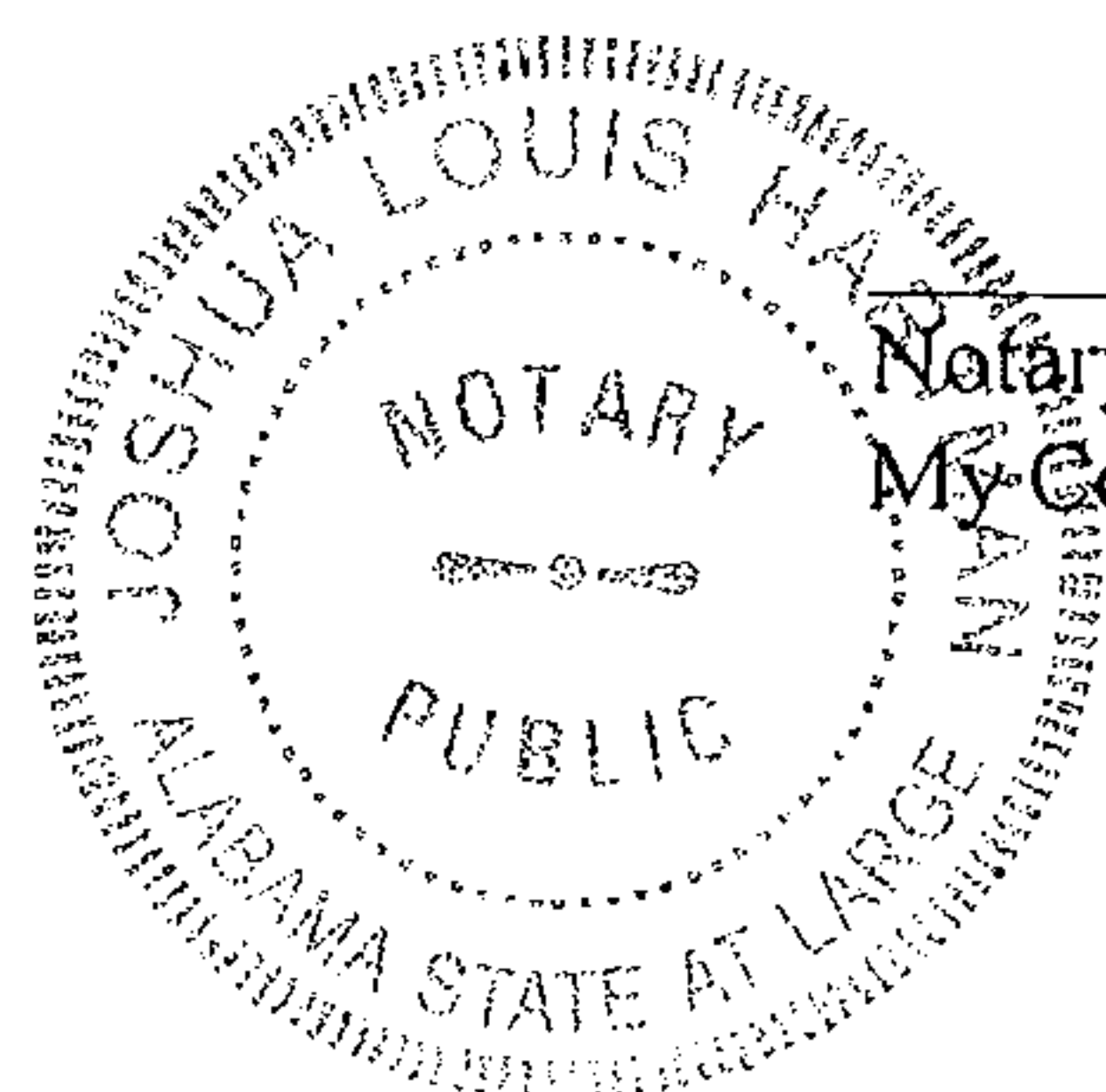
By: J. P.  
Its: J. P.

WITNESS:

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said County in said State, hereby certify that J. Daryl Spears, whose name as Authorized Signer of **SB Dev. Corp.**, a 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, he, as such officer and with full authority, executed the same for and as the act of said corporation.

Given under my hand and official seal this 27 day of February, 2019.

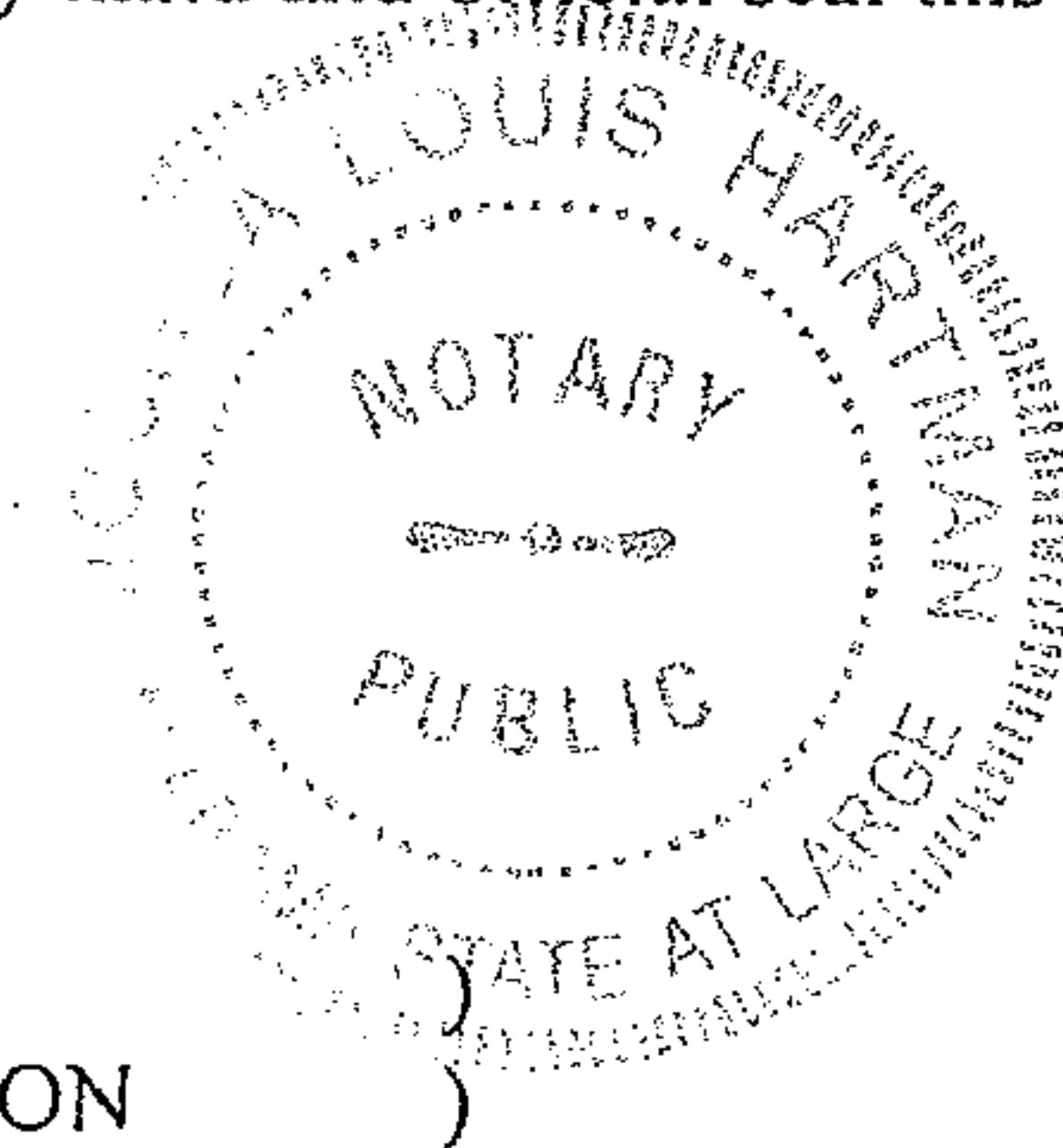


Notary Public  
My Commission Expires: 3/19/20

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said County in said State, hereby certify that J. Daryl Spears, whose name as Authorized Signer of SB Holding Corp., Managing Member of Sawyer Trail, LLC, a 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 27 day of February, 2019.

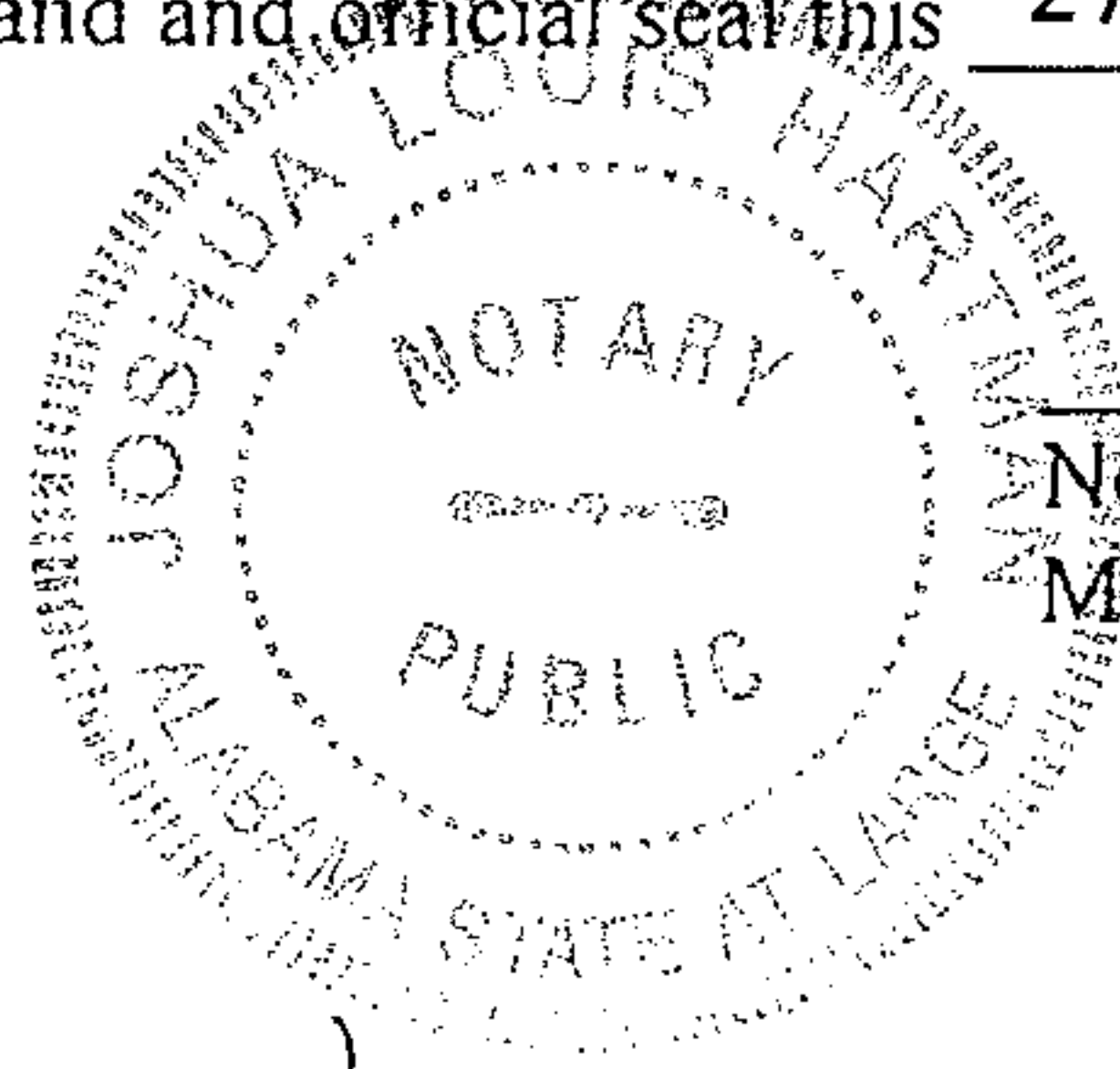


Notary Public  
My Commission Expires: 3/19/20

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said County in said State, hereby certify that J. Daryl Spears, whose name as Authorized Signer of SB Holding Corp., Managing Member of Brock Point Partners, LLC, a 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 27 day of February, 2019.



Notary Public  
My Commission Expires: 3/19/20

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, Notary Public in and for said County in said State, hereby certify that John Sivley, whose name as VP of SouthPoint Bank, a 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 the instrument, he, 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 27th day of February, 2019.

Carla M. Hill  
Notary Public  
My Commission Expires: 3/23/19



**EXHIBIT "A"**

Lot 83, according to the Survey of Brock Point Phase 2B, as recorded in Map Book 50, page 26  
Instrument Number: 20181129000417330 in the Office of the Judge of Probate of Shelby  
County, Alabama.

Subject to:

1. Taxes for the year 2019 and subsequent years, not yet due and payable;
2. Easements, building lines, and restrictions as shown on recorded map;
3. Sanitary Sewer Easement recorded in Instrument No. 2016-33045 and Instrument No. 2016-39397;
4. Right-of-way granted to Alabama Power Company recorded in Volume 338, Page 636 and Volume 340, Page 23;
5. Amended and Restated Restrictive Covenants between Dantract, Inc., Daniel Oak Mountain limited partners, Harry and Jane Brock, et al, dated November 3, 1989 and recorded in Real 265, Page 96, amending restrictions recorded in Misc. Book 12, Page 845 as amended in Misc. Book 15, Page 844 and Misc. Book 12, Page 852 as amended in Misc. Book 15, Page 840;
6. Covenant and agreement for Water Service as recorded in Real 2365, Page 574; and
7. Brock Point Residential Declaration of Covenants, Conditions and Restrictions dated 09/29/2016 and recorded as Instrument No. 201706600019952; Amended by First Amendment thereto dated 11/28/2018 and recorded as Instrument No. 20181129000418000; Amended by Second Amendment thereto, dated 11/28/2018 and recorded as Instrument No. 20181129000418010; Amended by Third Amendment thereto, dated 01/28/2019 and recorded as Instrument No. 20190128000029300;
8. 20' building setback line as shown on plat map recorded in Map Book 50, Page 26, in the Office of the Judge of Probate of Shelby County, Alabama;
9. 10' Sanitary Sewer Easement as shown on plat map recorded in Map Book 50, Page 26 and recorded in Instrument No. 20180129000028840 in the Office of the Judge of Probate of Shelby County, Alabama.

Grantor makes no warranties as to title to any mineral and/or mining rights and other rights, privileges and immunities relating thereto.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/04/2019 09:52:23 AM  
\$25.00 CHERRY  
20190304000067380

*Allen S. Bayl*