

T.M.

WHEN RECORDED MAIL TO:
SERVISFIRST BANK
2500 WOODCREST PLACE
BIRMINGHAM, AL 35209

SEND TAX NOTICES TO:
MOUNTAIN TOP LAND, LLC
4211 MOUNTAIN TOP ROAD
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



0000000000003063600074004122019

THIS MODIFICATION OF MORTGAGE dated April 12, 2019, is made and executed between MOUNTAIN TOP LAND, LLC, whose address is 4211 MOUNTAIN TOP ROAD, BIRMINGHAM, AL 35242 (referred to below as "Grantor") and ServisFirst Bank, whose address is 2500 WOODCREST PLACE, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 31, 2016 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED NOVEMBER 28, 2016 IN INSTRUMENT NUMBER 20161128000433710.

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 4211 MOUNTAIN TOP ROAD, BIRMINGHAM, AL 35242.

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

The principal amount of the Mortgage, which was \$100,000.00 (on which any required taxes already have been paid), now is increased to \$250,000.00. Current amount of indebtedness is \$54,779.92.

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, 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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 12, 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:

MOUNTAIN TOP LAND, LLC

By: *Lynn M. Johnson* (Seal)
LYNN M. JOHNSON, Sole Member of MOUNTAIN TOP LAND, LLC

LENDER:

SERVISFIRST BANK

X *Christian Ware* (Seal)
CHRISTIAN WARE, Senior Vice President

20190514000161970 1/3 \$246.00
Shelby Cnty Judge of Probate, AL
05/14/2019 08:39:11 AM FILED/CERT

This Modification of Mortgage prepared by:

Name: BEATRIZ BOWMAN
Address: 2500 WOODCREST PLACE
City, State, ZIP: BIRMINGHAM, AL 35209

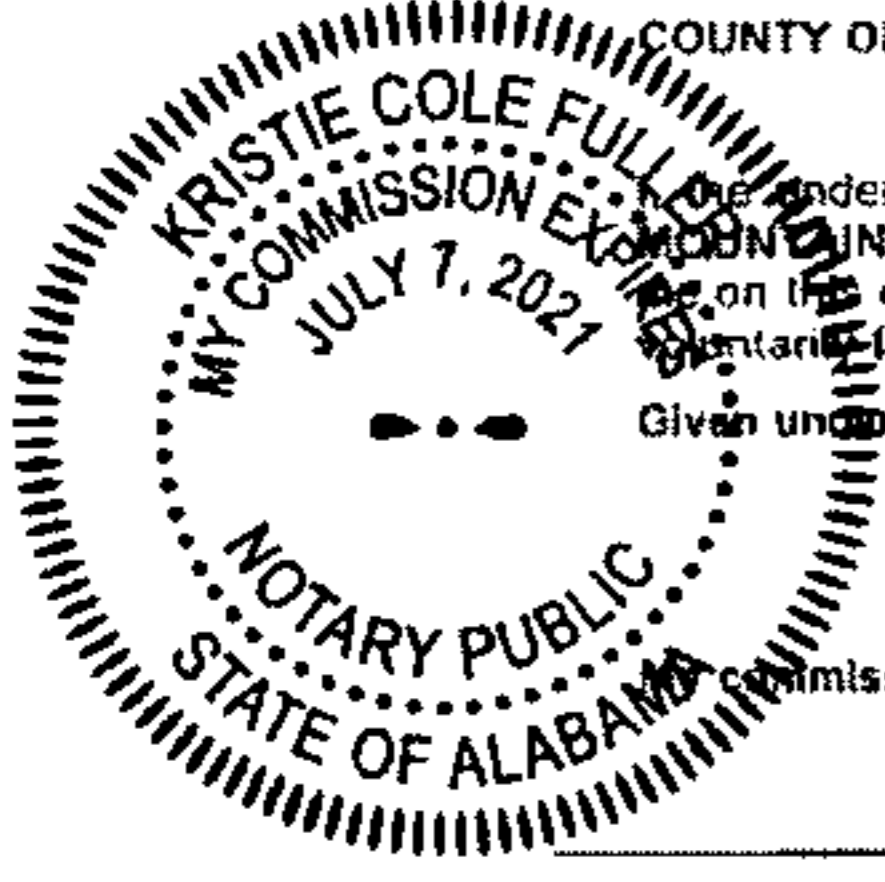
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that LYNN M. JOHNSON, Sole Member of IRON MOUNTAIN TOP LAND, LLC, a limited liability company, 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 member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 18 day of April, 2019
Kristie Cole Fuller Notary Public

My commission expires 7/7/21



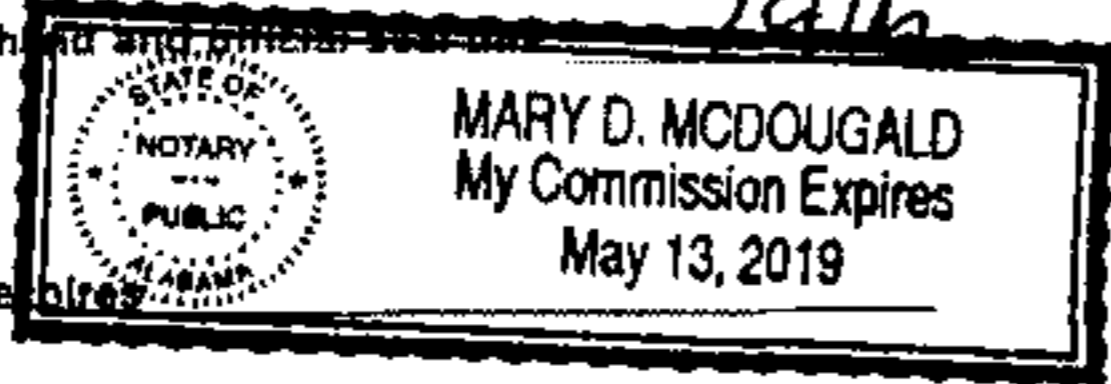
LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Montgomery)

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

Given under my hand and official seal on this 28th day of April, 2019
Mary D. McDougald Notary Public

My commission expires



20190514000161970 2/3 \$246.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BIRMINGHAM, COUNTY OF SHELBY, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 17, Township 19 South, Range 1 West, and more particularly described as follows:

Commence at the Northwest corner of said 1/4-1/4 section; run thence South along the West line thereof a distance of 200.0 feet; thence turn an angle to the left of 90 degrees 00 minutes in an Easterly direction a distance of 506.75 feet to point of beginning; thence continue along same line a distance of 147.98 feet; thence an angle to the right of 131 degrees 59 minutes in a Southwesterly direction a distance of 489.0 feet to the centerline of a public road; thence turn an angle to the right of 126 degrees 00 minutes in a Northwesterly direction along said road centerline a distance of 135.97 feet to the Southeasterly boundary of the property now owned by Lewis F. Jones and wife, as it is described in Deed Book 243, Page 38, in the Probate Office of Shelby County, Alabama; thence turn an angle to the right of 54 degrees 00 minutes in a Northeasterly direction and along said boundary of said Jones property a distance of 310.09 feet to point of beginning; being situated in Shelby County, Alabama.



20190514000161970 3/3 \$246.00
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