

NOTE TO PROBATE COURT: This Modification is being filed in Shelby County, Alabama as security for indebtedness on which the mortgage tax of \$1174.25 has previously been paid as described herein.

MODIFICATION OF MORTGAGE

THIS MORTGAGE MODIFICATION AGREEMENT (“this Modification”) dated as of May 16, 2019 is entered into by **SGM LTD., LLC**, an Alabama limited liability company (the “Grantor”) and **SERVISFIRST BANK**, an Alabama banking corporation (the “Lender”).

Recitals

A. The Grantor and the Lender are parties to that certain Mortgage dated March 31, 2008 granted by the Grantor in favor of the Lender and recorded with the **Office of the Judge of Probate of Shelby County, Alabama at Instrument # 20080408000142210** (the “Mortgage”).

B. The property subject to the Mortgage is described as follows (the “Property”):

SEE ATTACHED EXHIBIT A

C. The Grantor has requested the Lender modify terms to reference the underlying indebtedness as evidenced by a Promissory Note dated May 16, 2019 and remove the reference to a Maturity Date in the Mortgage and the Lender has agreed, subject to the Grantor’s modification of the Mortgage as set forth herein.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, the Grantor and the Bank hereby agree that the Mortgage are hereby amended as follows:

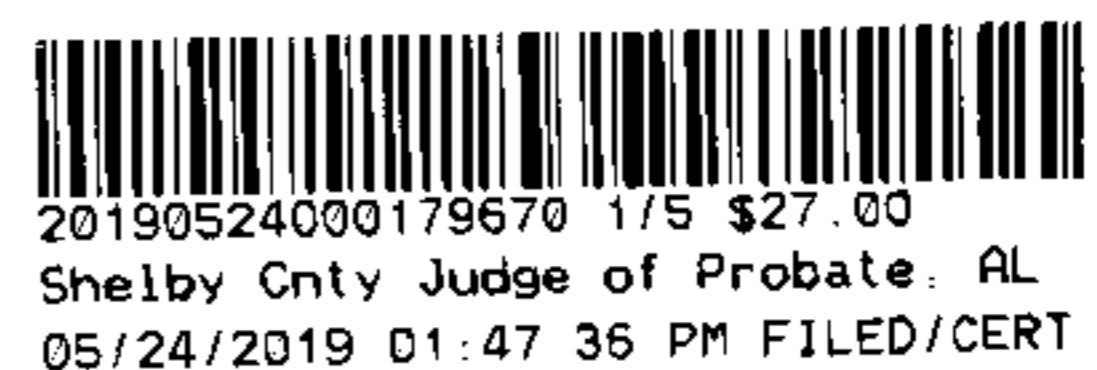
1. **Rules of Construction.** For the purposes of this Modification, the rules of construction shall be the same as set forth in the Mortgage.

2. **Modification.** The Mortgage shall be modified as follows:

a. Any reference to loan amount contained in the Mortgage shall be deemed for informational purposes only and shall in no way serve as a limit on the indebtedness secured by said Mortgage.

b. Any reference to a Promissory Note shall include that certain Promissory Note dated May 16, 2019.

c. Any reference to a maturity date contained in the Mortgage shall be deemed for informational purposes only and shall in no way serve as a maturity on the indebtedness secured by said Mortgage.



3. Definitions. All references in the Mortgage and this Modification to “this Agreement” or “this Mortgage” shall refer to the Mortgage as amended hereby.

4. Consents, Registrations, Approvals, etc. No registration with or consent or approval of, or other action by, any governmental authority is required for the execution, delivery and performance of this Modification, or any of the other documents executed in connection with the Mortgage or this Modification by the Grantor.

5. Mortgage to Remain. Except as expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms.


6. Counterparts. This Modification may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this Modification by executing any one or more such counterparts.

7. Governing Law. This Modification shall be governed by and construed in accordance with the laws of the State of Alabama.

8. Headings. The headings and captions used in this Modification are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Modification.

9. Enforceability. If any provision of this Modification is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Bank to effectuate the provisions hereof.

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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the date set forth herein.

GRANTOR:

**SGM LTD., LLC,
An Alabama limited liability company**

Sarah Gordon
**BY: SARAH GORDON
ITS: SOLE MEMBER AND MANAGER**

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that SARAH GORDON, whose name as Sole Member and Manager of SGM LTD, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is: known to me; or provided identification of

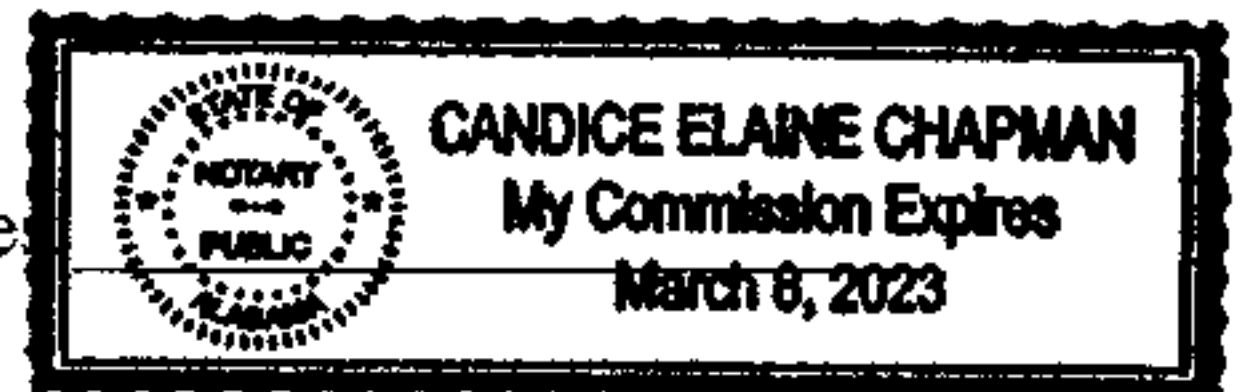
acknowledged before me on this day that, being informed of the contents of said instrument, she, as such sole member and owner and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 16 day of May, 2019.

Candice Chapman
Notary Public

[Notarial Seal]

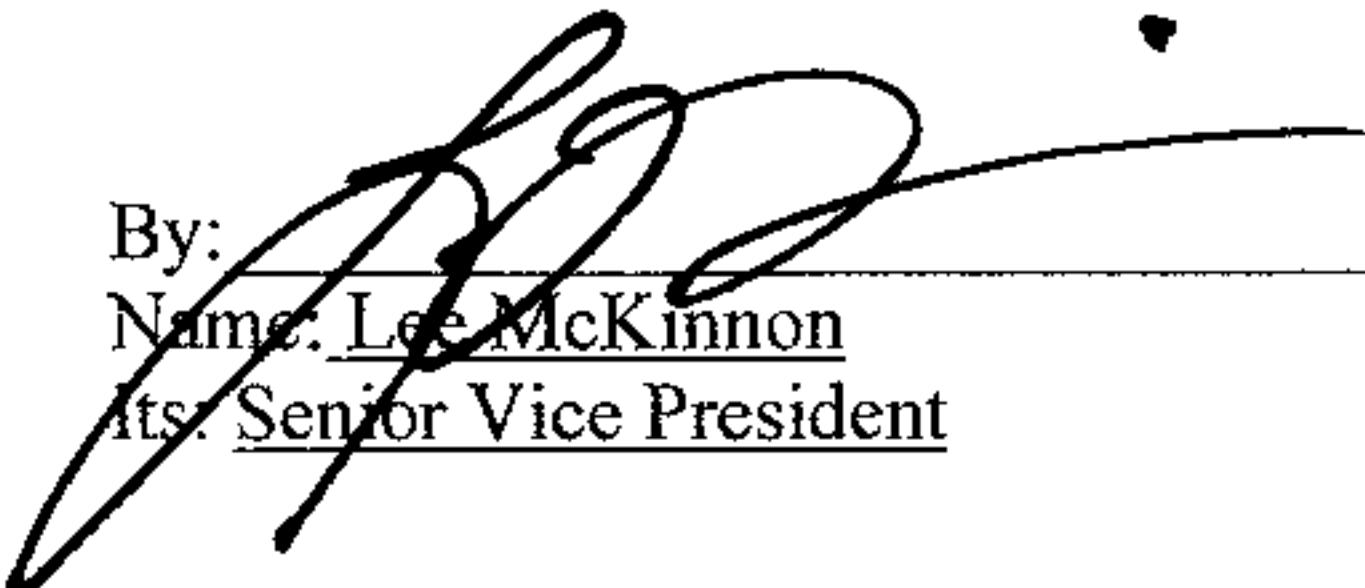
My Commission Expires



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LENDER:

SERVISFIRST BANK, an Alabama banking corporation

By: 
Name: Lee McKinnon
Its: Senior Vice President

STATE OF ALABAMA)

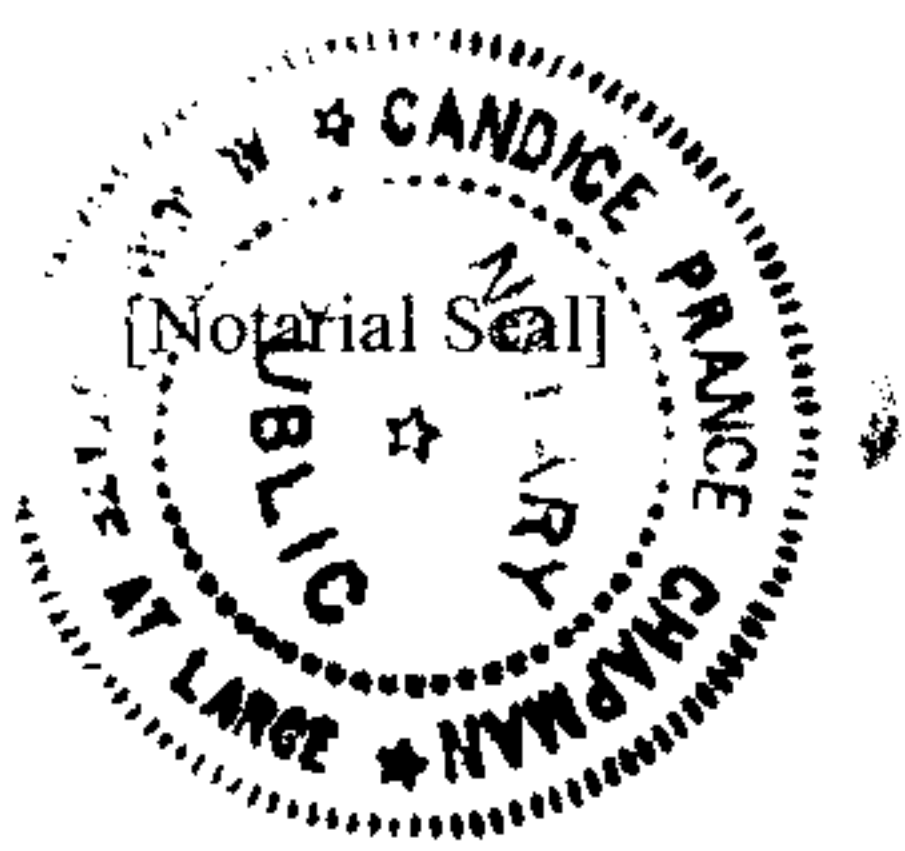
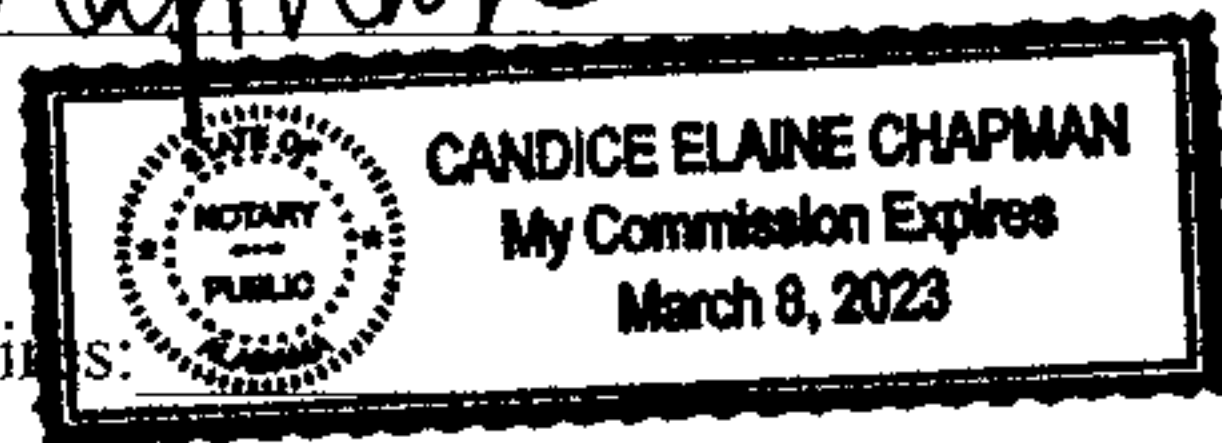
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that LEE MCKINNON, whose name as SENIOR VICE PRESIDENT of SERVISFIRST BANK, a bank organized under the laws of the state of Alabama, 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 Agreement, he, as such officer and with full authority, executed the same voluntarily for, and as the act of, said banking corporation.

Given under my hand and official seal, this the 16 day of May, 2019.


Notary Public

My Commission Expires:



This instrument was prepared by:

Donna Knotts Byrd, Esq.
WALDING, LLC
2227 First Avenue South, Ste. 100
Birmingham, Alabama 35233




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EXHIBIT A

The Land is described as follows:

Unit 252, in Beaumont Village Condominium, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20080328000126220; First Amendment to Declaration as recorded in Instrument 20090612000225320; Second Amendment to Declaration as recorded in Instrument 20100910000295330; Third Amendment to Declaration as recorded in Instrument 20110527000157160; Fourth Amendment to Declaration as recorded in Instrument 20140827000269290; Fifth Amendment to Declaration as recorded in Instrument 20151222000435610; Sixth Amendment to Declaration recorded in Instrument 20181107000394170; in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "D" thereto and as recorded in The Condominium Plat of Beaumont Village Condominium, in Map Book 39, page 129; First Amended Condominium Plat of Beaumont Village Condominium as recorded in Map Book 41, page 31; Second Amended Condominium Plat of Beaumont Village Condominium as recorded in Map Book 42, page 6; Third Amended Condominium Plat of Beaumont Village Condominium recorded in Map Book 42, page 75; Fourth Amended Condominium Plat of Beaumont Village Condominium recorded in Map Book 44, page 51; Fifth Amended Condominium Plat of Beaumont Village Condominium recorded in Map Book 45, page 77 and any future amendments thereto, and to which said Declaration of Condominium the By-Laws of Beaumont Village Association Inc., are attached as Exhibit "C" thereto and the Articles of Incorporation of Beaumont Village Association Inc. as recorded in Instrument 20080328000126230, together with an undivided interest in the Common Elements assigned to said Unit, by Declaration of Condominium and Amendment thereto.


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