


Please cross reference to  
Mortgage recorded in  
Instrument Number 20190621000221320

  
20190626000226140 1/5 \$28.00  
Shelby Cnty Judge of Probate: AL  
06/26/2019 08:23:58 AM FILED/CERT

*This instrument prepared by  
and when recorded return to:*  
Burr & Forman LLP  
420 North 20th Street, Suite 3400  
Birmingham, Alabama 35203  
Attention: Tricia Gordon

STATE OF ALABAMA                     )  
COUNTY OF SHELBY                 )

**MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX PURPOSES IS \$0.00. MORTGAGE TAX ON \$8,000,000 OF SECURED INDEBTEDNESS WAS PREVIOUSLY PAID UNDER THE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT DATED MAY 31, 2019, AND FILED WITH THE OFFICE OF THE JUDGE OF PROBATE OF ST. CLAIR COUNTY, ALABAMA, IN MORTGAGE BOOK 2019, PAGE 19855.**

#### **MORTGAGE MODIFICATION AND SPREADER AGREEMENT**

**THIS MORTGAGE MODIFICATION AND SPREADER AGREEMENT** (this "Agreement") is made this 12th day of June, 2019, by and among SDH BIRMINGHAM LLC, a Georgia limited liability company, as mortgagor, whose address is 110 Village Trail, Suite 215, Woodstock, Georgia 30188, SDC GWINNETT LLC, a Georgia limited liability company, whose address is 110 Village Trail, Suite 215, Woodstock, Georgia 30188, Attention: Wendy G. Evans (together with Mortgagor, "Borrowers"), and REGIONS BANK, as mortgagee (in such capacity, together with its successors and assigns, "Mortgagee"), whose address is 1180 West Peachtree Street, Suite 900, Atlanta, Georgia 30309, Attention: Scott McLay.

#### **WITNESSETH:**

**WHEREAS**, Mortgagor executed and delivered to Mortgagee that certain Mortgage, Assignment of Rents and Leases and Security Agreement, dated as of June 12, 2019, and recorded in Instrument Number 20190621000221320, in the Office of the Judge of Probate of Shelby County, Alabama (together with all assignments, amendments, modifications, restatements, and supplements thereto, the "Mortgage"); and

**WHEREAS**, Mortgagor now intends to add an additional tract of land to the Land (as that term is defined in the Mortgage) for the purpose of providing additional collateral to secure the payment of the indebtedness described in the Mortgage.

**NOW THEREFORE**, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers and Mortgagee agree as follows:

1. Exhibit A to the Mortgage is hereby amended by adding thereto the description of real property contained on Schedule A hereto (such described real property being hereinafter referred to as the "Additional Land"). The term "Land" as defined in the Mortgage is hereby amended to include the Additional Land.

2. To further effect the foregoing, Mortgagor does hereby MORTGAGE, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ALIEN, ASSIGN and SET OVER to Mortgagee, as security for the payment and performance of the Secured Indebtedness (as defined in the Mortgage), the Additional

Land, together with all appurtenances and rights thereto and all improvements thereon, to the same extent as given with respect to all other Property (as defined in the Mortgage) under the Mortgage, with all covenants, representations and warranties as to such property as are given with respect to all other Property under the Mortgage; TO HAVE AND TO HOLD the Additional Land and all rights, estates, powers, benefits, interests and privileges appurtenant thereto of every kind and character which Mortgagor now has or hereafter acquires in, to or for the benefit of the Additional Land and all other property and rights used or useful in connection with the therewith, unto Mortgagee, and Mortgagee's successors and assigns, forever.

3. It is the intent of Mortgagor that the Mortgage be construed in every sense as though the Additional Land was originally described in the Mortgage, and each and every other term and provision of the Mortgage should be applicable thereto as though the Additional Land had been originally described therein.

4. Except as expressly modified or amended herein, all of the terms and conditions of the Mortgage shall remain in full force and effect and are hereby ratified, affirmed, and approved.

5. Mortgagor represents and warrants that it has no defenses, claims, or rights of setoff under the Mortgage as of the date hereof and agrees that this Agreement is not to be construed as affecting the priority of the Mortgage with respect to the other Property (as defined in the Mortgage).

6. This Agreement shall be binding upon Mortgagor and shall inure to the benefit of Mortgagee and its successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

20190626000226140 06/26/2019

20190626000226140 3/5 \$28.00  
Shelby Cnty Judge of Probate, AL  
06/26/2019 08:23:58 AM FILED/CERT

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IN WITNESS WHEREOF, the parties have caused this instrument to be executed, delivered and sealed by their duly authorized representatives as of day and year first above written.

**MORTGAGOR:**

SDH BIRMINGHAM LLC,  
a Georgia limited liability company

By: Edward W. Kleid IV  
Name: Edward W. Kleid, IV  
Title: Senior Finance Manager

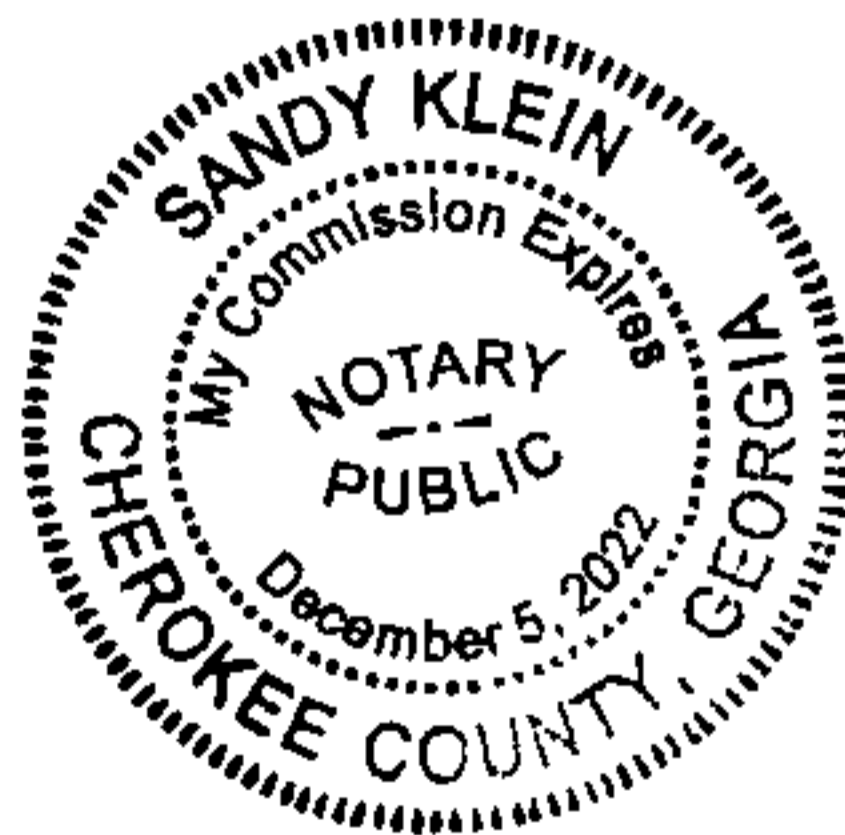
Mortgagor's Address for Notices:  
110 Village Trail, Suite 215  
Woodstock, Georgia 30188  
Attention: Wendy G. Evans

STATE OF GEORGIA            )  
  :  
COUNTY OF CHEROKEE        )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Edward W. Kleid, IV as Senior Finance Manager of SDH Birmingham LLC, a Georgia 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 12th day of June, 2019.

[NOTARIAL SEAL]



Sandy Klein  
NOTARY PUBLIC  
My Commission Expires: 12/5/22

20190626000226140 06/26/2019

  
20190626000226140 4/5 \$28.00  
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06/26/2019 08:23:58 AM FILED/CERT

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**SCHEDULE A**

**Legal Description of the Additional Land**

**Lots 8, 9, 10 and 12, according to the Survey of Springs Crossing Sector I, as recorded in Map Book 50, Page 59, in the Probate Office of Shelby County, Alabama.**

20190626000226140 06/26/2019

20190626000226140 5/5 \$28.00  
Shelby Cnty Judge of Probate, AL  
06/26/2019 08:23:58 AM FILED/CERT

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PROBATE OFFICE

PAGE 02/02

### CERTIFICATE FOR PAYMENT OF MORTGAGE TAX

TO: Judge of Probate  
County

I, the undersigned, do hereby certify that the following mortgage recording taxes were paid in this office:

Total Collected: (100%) \$12,000.00  
Recording: Recorded June 7, 2019  
Mortgage Vol. 2019 Page 19882

Mortgagor: SDH BIRMINGHAM LLC  
Mortgagee: Regions Bank

Loan Amount: \$8,000,000.  
Dated: May 31, 2019

Mike Bowling.  
Judge of Probate  
MB/HW

20190626000226140 5/5 \$28.00  
Shelby Cnty Judge of Probate, AL  
06/26/2019 08:23:58 AM FILED/CERT

1a, County

*Ami S. Byrd*

For Distribution: % of property in St. Clair County and % is in shebly County