

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

### **AMENDMENT TO MORTGAGE**

**THIS AMENDMENT TO MORTGAGE** ("this Amendment") dated as of July 22, 2019 is entered into by **DEVELOPMENT 280, LLC**, an Alabama limited liability company (the "Grantor") and **SERVISFIRST BANK**, an Alabama banking corporation (the "Lender").

#### **Recitals**

A. Grantor and the Lender are parties to that certain Mortgage dated February 19, 2019 in favor of Lender recorded in Instrument 20190220000054360 in the Probate Court of Shelby County, Alabama (the "Mortgage") for property in Shelby County, Alabama set forth below (the "Property"):

**Commence at a concrete monument found at the center of Section 31, Township 18 South, Range 1 West, run thence South 89 degrees 12 minutes 24 seconds East for 848.96 feet to the point of beginning, continue South 89 degrees 12 minutes 24 seconds East for 436.0 feet to the West right of way of Shelby County Highway Number 495; run thence South 0 degrees 22 minutes 05 seconds East along said West right of way for 200.0 feet; run thence North 89 degrees 12 minutes 24 seconds West for 436.00 feet; run thence North 0 degrees 22 minutes 05 seconds West for 200 feet to the point of beginning; being situated in Section 31, Township 18 South, Range 1 West of the Huntsville Principle Meridian, Shelby County, Alabama.**

B. The Grantor was previously indebted to Lender in the original amount of \$490,000.00 (the "Original Loan Amount") pursuant to that certain Promissory Note dated February 19, 2019 in the principal amount of \$490,000.00 (the "Original Note"). The Grantor has requested that the Lender increase the Original Loan Amount as reflected by that certain Promissory Note of even date herewith by the amount of \$656,000.00 (the "Construction Note"), **which thereby increased the debt related to the Mortgage by no less than \$656,000.00.**

C. The Lender has agreed to increase the Original Loan Amount subject to the terms and conditions set forth herein.

#### **Agreement**

**NOW, THEREFORE**, in consideration of the foregoing recitals, Grantor and Lender hereby agree that the Mortgage is hereby amended as follows:

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

2. Modification. The Mortgage shall be modified such that Paragraph A of the Recitals shall be appended with the sentence "Borrower also seeks a loan from Lender in the additional amount of \$656,000.00 for construction of improvements on the Real Property." Grantor and Lender further acknowledge that all indebtedness owed to Lender pursuant to the Construction Note shall be secured by the Mortgage.

3. Definitions. All references in the Mortgage and this Amendment to "this Amendment" or "this Mortgage" shall refer to the Mortgage as amended hereby. Notwithstanding this provision, any



reference to the "Note" shall expressly include reference to the Renewal Note, which Grantor and Lender acknowledge is a renewal, extension, modification and/or refinancing of the Original Note.

4. Consents, Registrations, Approvals, etc. No registration with or consent or approval of, or other action by, any person, corporation or governmental authority is required for the execution, delivery and performance of this Amendment, or any of the other documents executed in connection with the Mortgage or this Amendment 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 Amendment 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 Amendment by executing any one or more such counterparts.

7. Governing Law. This Amendment 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 Amendment are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Amendment.

9. Enforceability. If any provision of this Amendment 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 Lender to effectuate the provisions hereof.


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20190722000260200 2/4 \$1008.00  
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:**

**DEVELOPMENT 280, LLC**, an Alabama limited liability company

By:   
James L. Turnipseed  
Its: Sole Member

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JAMES L. TURNIPSEED, whose name as the Sole Member of DEVELOPMENT 280, LLC, a limited liability company organized under the laws of the State of Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such authorized persons 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 22<sup>nd</sup> day of JULY, 2019.

  
Notary Public

[SEAL]



**LENDER:**

**SERVISFIRST BANK**, an Alabama banking corporation

By: 

LEE MCKINNON

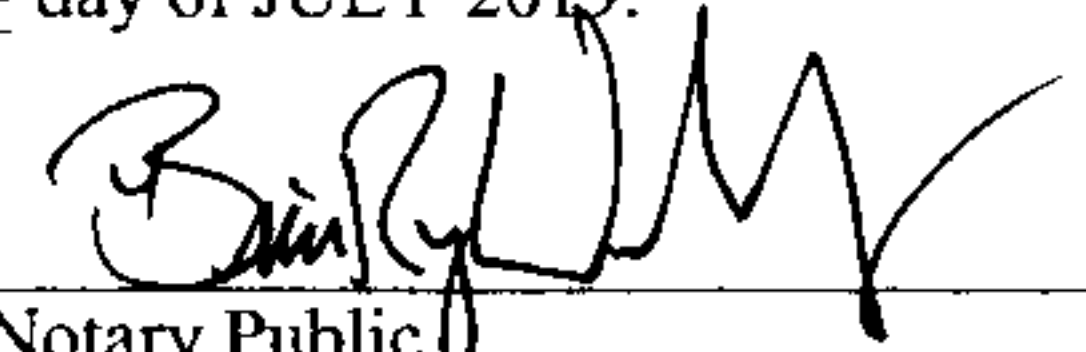
Its: First Vice President

**STATE OF ALABAMA        )**

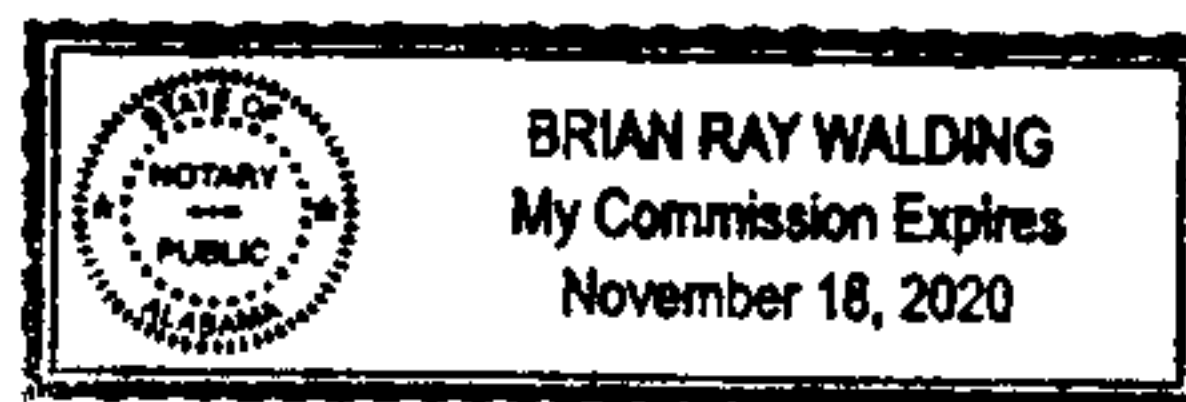
**COUNTY OF JEFFERSON )**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that LEE MCKINNON, whose name as First Vice President of SERVISFIRST BANK, a banking corporation 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 instrument, he, as such authorized person and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 22 day of JULY 2019.


  
\_\_\_\_\_  
Notary Public

[SEAL]



This instrument was prepared by:

Brian R. Walding  
WALDING, LLC  
2227 First Avenue South  
Suite 100  
Birmingham, Alabama 35233

  
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Shelby Cnty Judge of Probate. AL  
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