

This instrument prepared by:

Michael J. Brandt
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800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

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01/15/2020 04:13:21 PM
MORTAMEN 1/3

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT is made and entered into as of the 2nd day of January, 2020, by and between **PARKWAY LAKE DRIVE, LLC**, an Alabama limited liability company ("Mortgagor"), and **SYNOVUS BANK**, as successor-in-interest by merger with First Commercial Bank, a Georgia state banking corporation ("Mortgagee").

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Mortgage and Security Agreement dated November 29, 2005 and recorded with the Shelby County, AL Judge of Probate's Office in Instrument No. 20051129000617420 (the "Mortgage"); and

WHEREAS, Mortgagor and Mortgagee have agreed to amend the Mortgage on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Mortgagor has executed and delivered to Mortgagee of even date herewith that certain Amended and Restated Promissory Note in the principal amount of \$900,000.00 (the "Amended Note"), which Amended Note is given in extension, renewal and modification of the Note defined in the Mortgage and to reflect a principal decrease in the amount of \$500,000.00. The Mortgage shall secure the Amended Note in lieu of the Note.
2. The Premises currently is described as "Lot 1-B, according to the Survey of Parkway Lake Drive Relocation as recorded in Map Book 30, Page 61, in the Office of the Judge of Probate of Shelby County, Alabama," which is one and the same property as described in the Mortgage.
3. The maturity date of the Mortgage is not being extended.
4. Except as amended hereby, the Mortgage shall remain in full force and effect, and its provisions are hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have caused this Amendment to be duly executed as of the date first above written.

MORTGAGOR:

PARKWAY LAKE DRIVE, LLC,
an Alabama limited liability company

By: _____

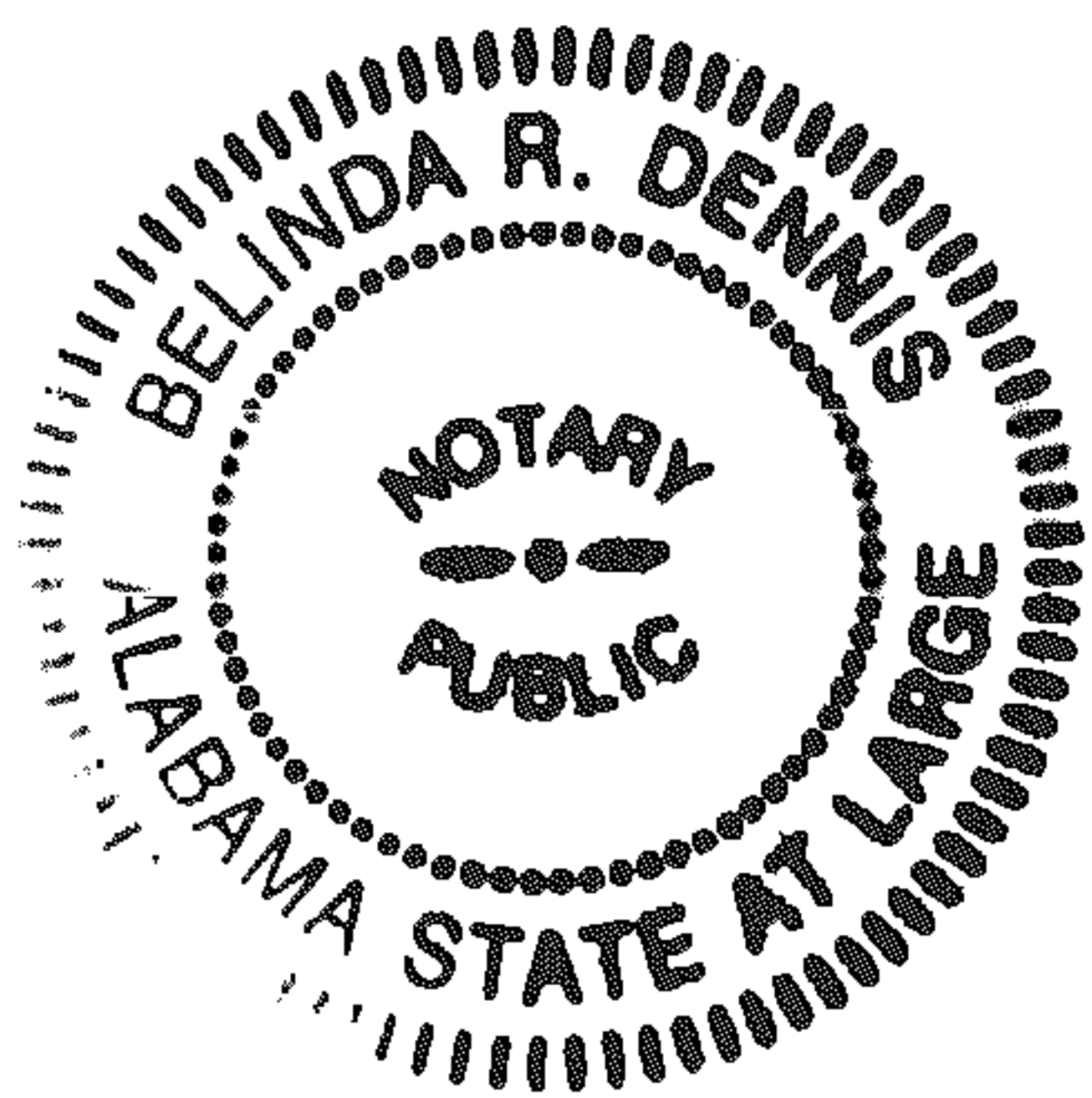
Jon P. Strength
Its Administrative Member

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jon P. Strength, whose name as Administrative Member of Parkway Lake Drive, LLC, an Alabama 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 thereof, he, as such Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 17th day of Dec., 2019.




Belinda R. Dennis
Notary Public

My Commission Expires: 3/22/20

MORTGAGEE:

SYNOVUS BANK, a Georgia state banking corporation

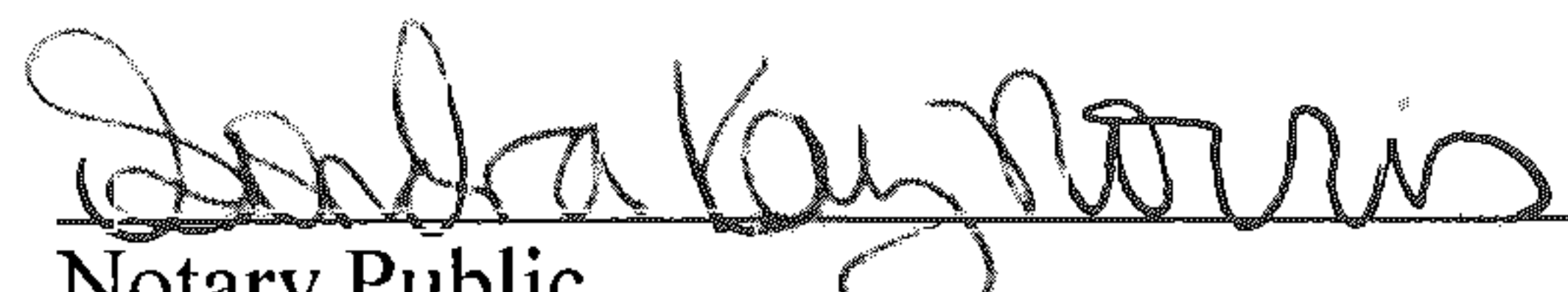
By: 
Michael W. Crane
Its Senior Vice President

STATE OF ALABAMA)

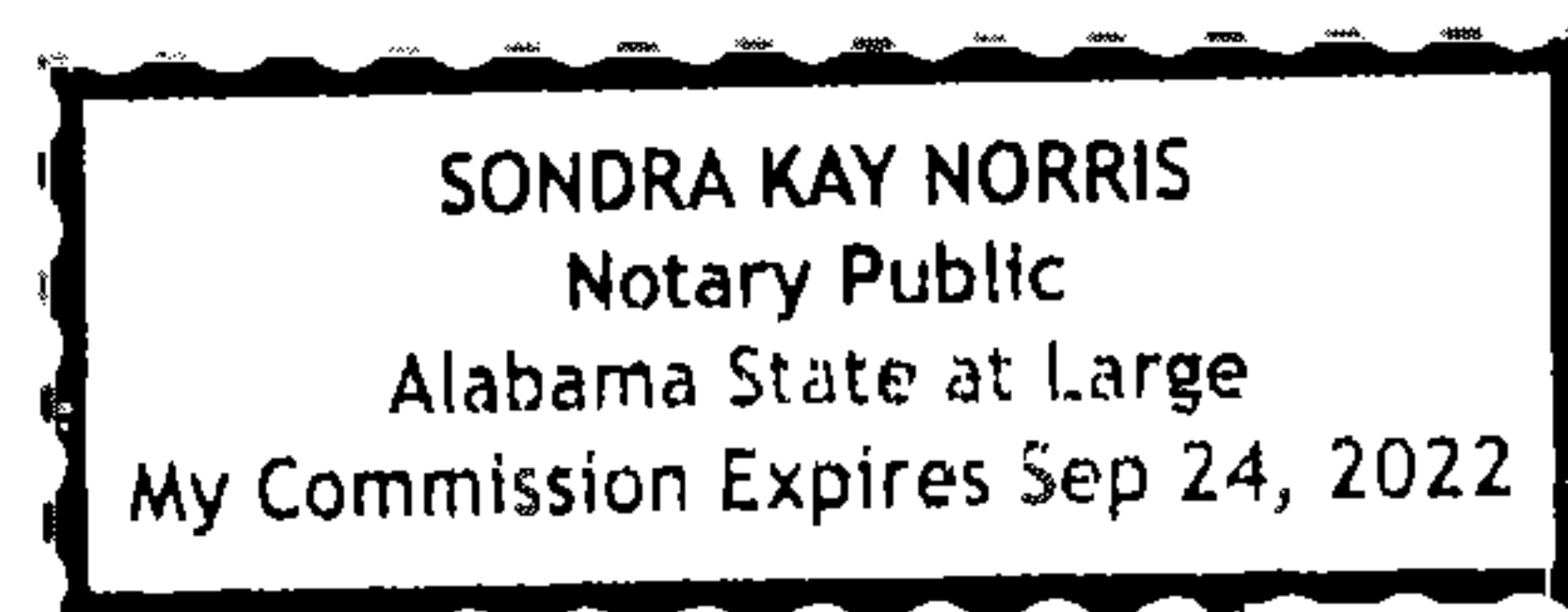
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael W. Crane, whose name as Senior Vice President of Synovus Bank, a Georgia state 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 thereof, 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 the 15th day of January 2020.


Notary Public

My Commission Expires: 09-24-2022



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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