

**RECORDATION REQUESTED BY:**

Bryant Bank  
Trussville  
137 Main Street  
Trussville, AL 35173

**WHEN RECORDED MAIL TO:**

Bryant Bank  
P.O. Office Box 2087  
Birmingham, AL 35201

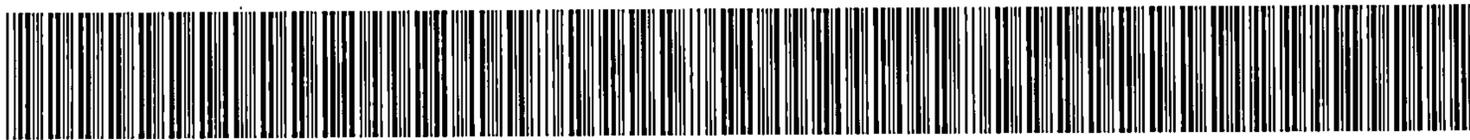
**SEND TAX NOTICES TO:**

Bailey Highway 280 LLC  
4673 Hwy 280 E  
Birmingham, AL 35243-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%03272020%#####\*

**THIS MODIFICATION OF MORTGAGE dated March 27, 2020, is made and executed between Bailey Highway 280 LLC (referred to below as "Grantor") and Bryant Bank, whose address is 137 Main Street, Trussville, AL 35173 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 7, 2017 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 7/7/17 and recorded on 8/2/17 by Instrument Number 20170802000277860 in the Office of the Judge of Probate of Shelby County, Alabama.

**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.

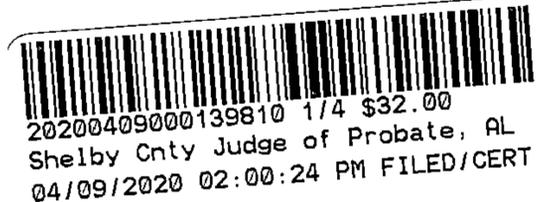
The Real Property or its address is commonly known as 4673 Highway 280 , Birmingham, AL 35243.

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

**The purpose of this Modification is to add the following Future Advances or Re-Advances language:**

Future Advances or Re-Advances language: In addition to the Note, this Mortgage secures all other indebtedness of the Grantor to the Lender whether or not such indebtedness exists at the time this Mortgage is executed by the Grantor, including future advances or re-advances of indebtedness made by Lender, and whether or not such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or un-matured, as guarantor or otherwise, joint or several, and otherwise secured or not. This Mortgage secures, in addition to the amounts specified in the Note, future advances or re-advances in an unlimited amount, including any renewal, extension, modification or increase, together with all interest thereon, which Lender may make pursuant to the terms and conditions of the Note or any other note, loan agreement, security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, or any other instrument or agreement of any kind now or hereafter existing as security for or executed in connection with this or any related indebtedness.

**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 endorsers 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.



MODIFICATION OF MORTGAGE  
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 27, 2020.

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:

BAILEY HIGHWAY 280 LLC

By: [Signature] (Seal)  
Robert Clayton Bailey, Member of Bailey Highway  
280 LLC

LENDER:

BRYANT BANK

X [Signature] (Seal)  
Jeremy W Tuggle, City President

This Modification of Mortgage prepared by:

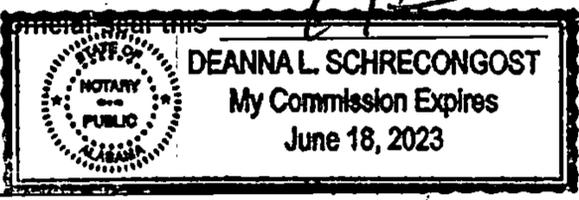
Name: Mary Hudson  
Address: 137 Main Street  
City, State, ZIP: Trussville, AL 35173

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

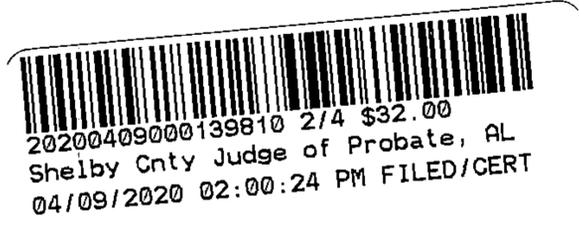
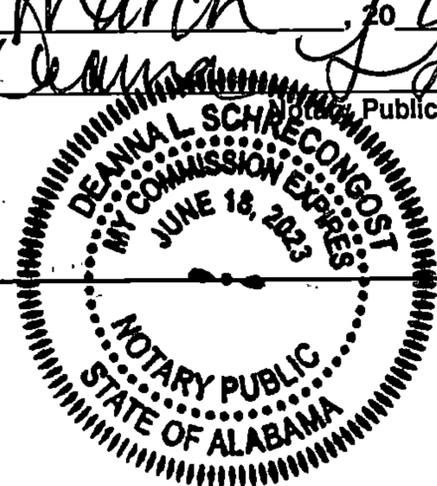
STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Robert Clayton Bailey, Member of Bailey Highway 280 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 27th day of March, 2020.  
[Signature] Public



My commission expires



MODIFICATION OF MORTGAGE  
(Continued)

LENDER ACKNOWLEDGMENT

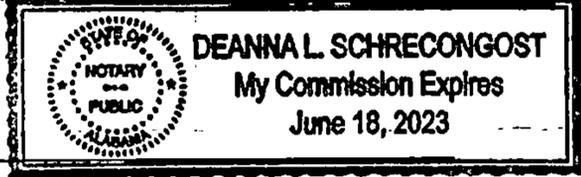
STATE OF Alabama

)  
) SS  
)

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Jeremy W Tuggle** whose name as **City President of Bryant 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 **City President of Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 31<sup>st</sup> day of March, 2020.



My commission expires

*[Handwritten signature]*  
\_\_\_\_\_  
Notary Public  
*[Circular notary seal: DEANNA L. SCHRECONGOST, MY COMMISSION EXPIRES JUNE 18, 2023, STATE OF ALABAMA]*

20200409000139810 3/4 \$32.00  
Shelby Cnty Judge of Probate, AL  
04/09/2020 02:00:24 PM FILED/CERT

**LEGAL DESCRIPTION**

Lot 2, according to the map and survey of Lots 1, 2 and 3, Colonial Properties Subdivision, as recorded in Map Book 8, Page 138, in the Probate Office of Shelby County, Alabama.

Lots 3A and 3B, according to the resurvey of Lot 3, as recorded in Map Book 10, Page 8, in the Probate of Shelby County, Alabama.

**LESS AND EXCEPT:**

Part of the SE 1/4 of NW 1/4 and SW 1/4 of NW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northeastern most corner of Lot 2 according to the Survey of Lots 1, 2, & 3 of Colonial Properties Subdivision as recorded in Map Book 8, Page 138, in the Office of the Judge of Probate, Shelby County, Alabama, said corner also being on the Southerly right-of-way line of East Inverness Parkway and Northwestern most corner of Lot 3A according to the Resurvey of Lot 3 of Lots 1, 2, & 3 of Colonial Properties Subdivision as recorded in Map Book 10, Page 8, in the Office of the Judge of Probate, Shelby County, Alabama; thence run Southeasterly along the line of said Lot 2 and Lot 3A for 120.24 feet to a point; thence turn 88° 42' 00" to the right and run Southwesterly for 252.70 feet along said Lot 2 and Lot 3A to a point; thence turn 90° 00' 00" to the left and run Southeasterly along Lot 2 and Lot 3A for 44.97 feet to a point; thence turn 90° 00' 00" to the right and run Southwesterly along Lot 2, Lot 3A and Lot 3B for 180.00 feet to a point, said point being on the Northerly right-of-way line of U.S. Highway 280, said point being on a curve to the left subtending a central angle of 1° 29' 38" and having a radius of 5,639.88 feet; thence turn 90° 28' 34" to the chord of said curve and run along the arc of said curve and said Northerly right-of-way line of U.S. Highway 280 and South line of Lot 3B for 147.05 feet to a point; thence turn 76° 31' 26" to the left to the chord of said curve and run Northeasterly for 215.00 feet along the Southerly lines of Lots 3A and 3B to a point; thence turn 75° 07' 00" to the right and run Southeasterly for 98.23 feet along the line of Lot 3A to the point of beginning of the parcel herein described; thence continue along same course for 116.77 feet to a point; thence turn 75° 05' 00" to the left and run Northeasterly along said Lot 3A for 241.00 feet to a point; thence turn 101° 52' 00" to the left and run Northwesterly for 177.44 feet along the Northerly line of Lot 3A to a point; thence turn 91° 29' 10" to the left and run Southeasterly for 242.06 feet to the point of beginning.



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