

20200527000210660
05/27/2020 09:48:11 AM
MODMORT 1/7

Please cross reference to
Mortgage recorded in
Instrument Number 20190621000221320 and
Instrument Number 20190910000332380

*This instrument prepared by
and when recorded return to:*
B. Christopher Battles
3150 Highway 52 West
Pelham, AL 35124

STATE OF ALABAMA)
COUNTY OF SHELBY)

MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX PURPOSES IS \$0.00. MORTGAGE TAX ON \$8,000,000.00 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. SAID MORTGAGE BEING FILED FOR RECORD WITH THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, IN INSTRUMENT NUMBER 20190621000221320.

MORTGAGE TAX ON \$8,000,000.00 OF SECURED INDEBTEDNESS WAS PREVIOUSLY PAID UNDER THE NOTE AND MORTGAGE MODIFICATION AND SPREADER AGREEMENT DATED AUGUST 20, 2019, AND FILED WITH THE OFFICE OF THE JUDGE OF PROBATE OF ST. CLAIR COUNTY, ALABAMA, IN MORTGAGE BOOK 2019, PAGE 33842. SAID MODIFICATION BEING FILED FOR RECORD WITH THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, IN INSTRUMENT NUMBER 20190910000332380.

MORTGAGE TAX ON \$4,000,000.00 OF SECURED INDEBTEDNESS WAS PREVIOUSLY PAID UNDER THE NOTE AND MORTGAGE MODIFICATION AND SPREADER AGREEMENT DATED MARCH 6, 2019, AND FILED WITH THE OFFICE OF THE JUDGE OF PROBATE OF ST. CLAIR COUNTY, ALABAMA, IN MORTGAGE BOOK 2020, PAGE 11927. SAID MODIFICATION BEING FILED FOR RECORD WITH THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, IN INSTRUMENT NUMBER 20200521000203160.

MORTGAGE MODIFICATION AND SPREADER AGREEMENT

THIS MORTGAGE MODIFICATION AND SPREADER AGREEMENT (this "Agreement") is made this 5 day of May, 2020, 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 May 31, 2019, and recorded in Mortgage Book 2019, Page 19855, in the Office of the Judge of Probate of St. Clair 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]

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: Director of Finance

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

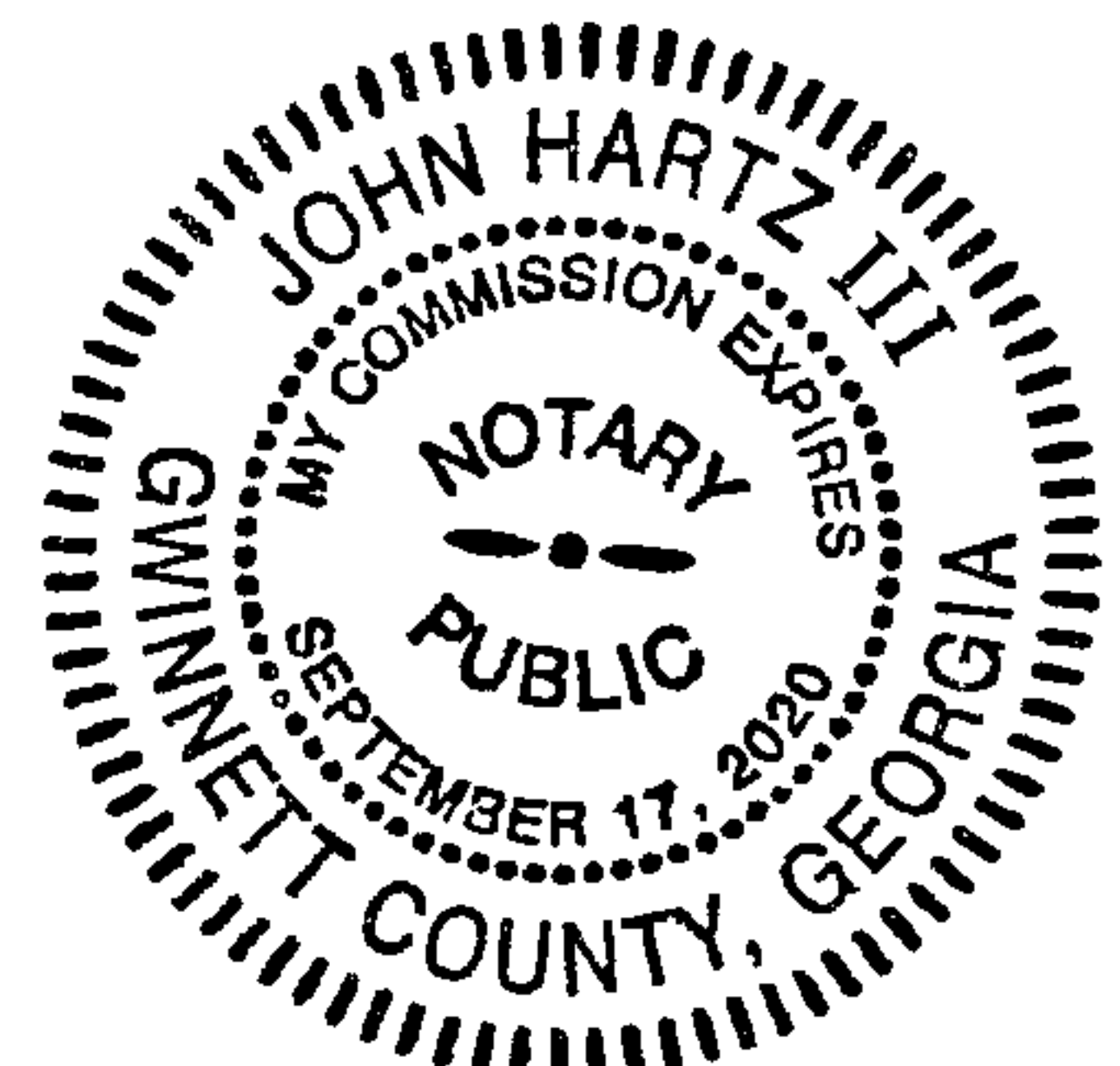
STATE OF GEORGIA)
COUNTY OF Gwinnett)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Edward W. Kleid, IV** as **Director of Finance 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 5 day of May, 2020.

[NOTARIAL SEAL]

John Hartz III
NOTARY PUBLIC
My Commission Expires: 9-17-20



Legal Description of the Additional Land

Lots 40 and 41, according to the Survey of Farmingdale Estates, Sector Three, as recorded in Map Book 37, Page 77, in the Probate Office of Shelby County, Alabama.



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MIKE BOWLING

JUDGE OF PROBATE
ST. CLAIR COUNTY

AMANDA J. FREE
CHIEF CLERK

PELL CITY, ALABAMA 35125
(205) 338-2774
FAX (205) 884-0086

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 19855

Mortgagor: SDH BIRMINGHAM LLC
Mortgagee: Regions Bank
Loan Amount: \$8,000,000.00
Dated: May 31, 2019

Mike Bowling,
Judge of Probate
MB/HW

For Distribution: _____% of property in St. Clair County and _____% is in
Shelby County and _____% is in Talladega County.



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MIKE BOWLING

JUDGE OF PROBATE
ST. CLAIR COUNTY

AMANDA J. FREE
CHIEF CLERK

PELL CITY, ALABAMA 35125
(205) 338-2774
FAX (205) 884-0086

CERTIFICATE FOR PAYMENT OF MORTGAGE TAX

TO: Judge of Probate
_____ COUNTY

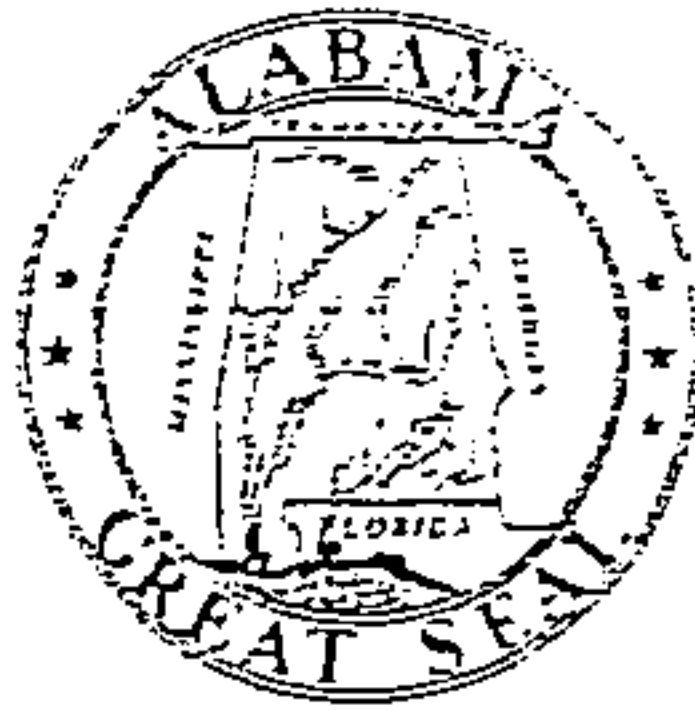
I, the undersigned, do hereby certify that the following mortgage recording taxes were paid in this office:

Total Collected: (100%) \$12,000.00
Recording: Recorded September 5, 2019
Mortgage Vol. 2019 Page 33842

Mortgagor: SDH BIRMINGHAM LLC
Mortgagee: Regions Bank
Loan Amount: \$8,000,000.00
Dated: August 20, 2019

Mike Bowling,
Judge of Probate
MB/HW

For Distribution: _____% of property in St. Clair County and _____% is in
Shelby County and _____% is in Talladega County.



MIKE BOWLING

JUDGE OF PROBATE
ST. CLAIR COUNTY

AMANDA J. FREE
CHIEF CLERK

PELL CITY, ALABAMA 35125
(205) 338-2774
FAX (205) 884-0086

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CERTIFICATE FOR PAYMENT OF MORTGAGE TAX

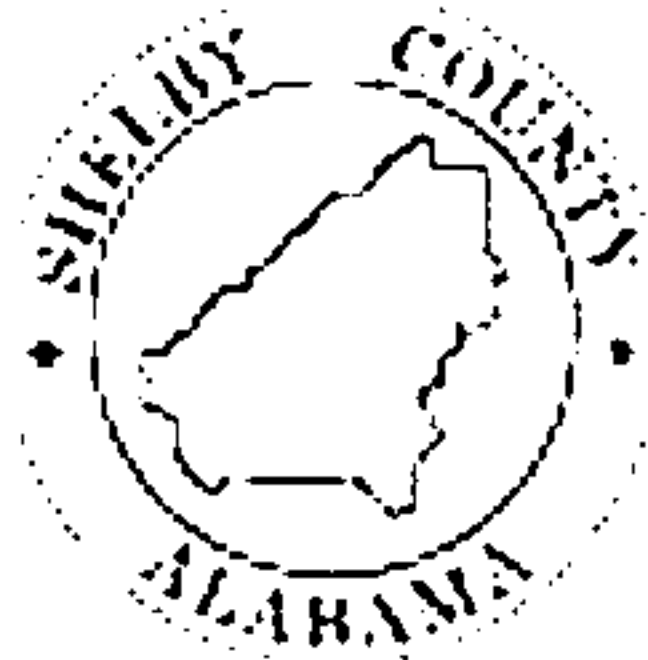
TO: Judge of Probate
_____ COUNTY

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

Total Collected: (100%) \$6,000.00
Recording: Recorded March 24, 2020
Mortgage Vol. 2020 Page 11927

Mortgagor: SDH BIRMINGHAM LLC
Mortgagee: Regions Bank
Loan Amount: \$4,000,000.00
Dated: March 6, 2020

Mike Bowling,
Judge of Probate
MB/HW



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/27/2020 09:48:11 AM
\$42.00 CHERRY
20200527000210660

Allie S. Bayl

For Distribution: _____ % of property in St. Clair County and _____ % is in
Shelby County and _____ % is in Talladega County.