RECORDATION REQUESTED BY:
CenterState Bank N.A.
Birmingham Main Office
600 Luckie Drive
Birmingham, AL 35223

WHEN RECORDED MAIL TO:
CenterState Bank N.A.
Attn: Doc Prep
P.O. Box 9602
Winter Haven, FL 33883

SEND TAX NOTICES TO:
MARTIN DEVELOPMENT, LLC
4969 Sussex Road
Birmingham, AL 35242-3008

20200701000271120
07/01/2020 10:47:23 AM
MORTAMEN 1/3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

Notice: This Modification of Mortgage does not secure new indebtedness or an increased amount of debt under the Note (as defined below).

THIS MODIFICATION OF MORTGAGE dated June 9, 2020, is made and executed between MARTIN DEVELOPMENT, LLC, whose address is 4969 Sussex Road, Birmingham, AL 35242-3008 (referred to below as "Grantor") and CenterState Bank N.A., whose address is 600 Luckie Drive, Birmingham, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 1, 2018 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage recorded on March 5, 2018 in 20180305000069840, Records of Shelby County Clerk of Superior Court, Alabama.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lot 3, according to the Survey of Monroe's Addition to McCain Industrial Park, as recorded in Map Book 27, page 10, in the Probate Office of Shelby County, Alabama.

ALSO:

Lot 4-A, according to the Resurvey of Lot 4 Monroe's Addition to McCain Industrial Park, as recorded in Map Book 28, page 40, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 11 Monroe Drive, Pelham, AL 35124.

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

To add Additional Provisions listed below.

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.

ADDITIONAL PROVISION. CenterState Bank N.A. d/b/a ARC Fixed Rate Provider (including its successors and assigns) ("Fixed Rate Provider"), is an additional secured party under this Mortgage. Any of the terms Lender, Borrower, Beneficiary, Secured Party or other term intended to reference the entity benefiting from the security interest or lien created hereunder to secure Borrower's obligations is deemed to include Fixed Rate Provider. Any of the terms Obligations, Secured Obligations, Debt, Secured Debt or other terms intended to reference Borrower's obligations secured hereunder is deemed to include obligations owed by Borrower to Fixed Rate Provider under the Rate Conversion Agreement between Fixed Rate Provider and Borrower, dated on or about the date hereof (such agreement, as the same may be amended or modified, the "Rate Conversion Agreement"). As additional security for Borrower's obligations to Bank secured hereunder, Borrower pledges to Bank and grants Bank a first priority lien and security interest in any Early Unwind Amount (as defined in the Rate Conversion Agreement) owed to Borrower under the Rate Conversion Agreement.

ADDITIONAL INDEBTEDNESS SECURED BY THIS MORTGAGE. IN ADDITION TO ALL FEES AND EXPENSES INCURRED BY, OR PAID BY THE LENDER ON BEHALF OF THE GRANTOR, THIS MORTGAGE SHALL FURTHER SECURE ANY AND ALL FEES OR PENALTIES ASSOCIATED WITH ANY SWAP OBLIGATION OR HEDGE TRANSACTION RELATED THERETO.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 9, 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:

MARTIN DEVELOPMENT, LLC

By: ______________________ (Seal)
Annette Martin, Member/Authorized Signer of MARTIN DEVELOPMENT, LLC

By: ______________________ (Seal)
Jeffrey A. Martin, Member/Authorized Signer of MARTIN DEVELOPMENT, LLC

LENDER:

CENTERSTATE BANK N.A.

X ______________________ (Seal)
Jason Bryant, Senior Vice President

This Modification of Mortgage prepared by:

Name: T. Whylly, Document Specialist
Address: 600 Luckie Drive
City, State, ZIP: Birmingham, AL 35223

MODIFICATION OF MORTGAGE
(Continued)

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 **Annette Martin, Member/Authorized Signer of MARTIN DEVELOPMENT, 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 10 day of June, 2020.

Paul Ehrhardt
Notary Public

My commission expires 7/10/2023

PAUL EHRHARDT
My Commission Expires
July 10, 2023

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 **Jeffrey A. Martin, Member/Authorized Signer of MARTIN DEVELOPMENT, 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 10 day of June, 2020.

Paul Ehrhardt
Notary Public

My commission expires 7/10/2023

PAUL EHRHARDT
My Commission Expires
July 10, 2023

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 **Jason Bryant** whose name as **Senior Vice President of CenterState Bank N.A.** 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 **Senior Vice President of CenterState Bank N.A.**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 10 day of June, 2020.

Paul Ehrhardt
Notary Public

My commission expires 7/10/2023

PAUL EHRHARDT
My Commission Expires
July 10, 2023

Allen S. Boyd