

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

THIS **MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES** is effective as of the 17th day of July, 2020, by and between **538 Properties, LLC, an Alabama limited liability company** (the "Mortgagor") and **ServisFirst Bank**, an Alabama state bank (the "Lender").

BACKGROUND

Mortgagor executed a mortgage to Lender dated February 8, 2017, and filed February 9, 2017, in Instrument No. 20170209000049240 in the Probate Court of Shelby County, Alabama, together with an Assignment of Rents and Leases dated February 8, 2017, and filed February 9, 2017, in Instrument Number 20170209000049250 in the Probate Court of Shelby County, Alabama, and covering the property described as Lot 1, according to Scott's Addition to Helena, as recorded in Map Book 42, Page 95, in the Probate Office of Shelby County, Alabama (the "Mortgage"). The Mortgage and Assignment of Rents and Leases secured a loan from Lender to Mortgagor.

Mortgagor and Lender have agreed that the Mortgage and Assignment of Rents and Leases shall be increased from Nine Hundred Thousand and No/100 Dollars (\$900,000.00) to One Million Five Hundred Fifty One Thousand Eight Dollars and No/100 Dollars (\$1,551,008.45).

MODIFICATION

For value received, Mortgagor and Lender agree to modify the Mortgage and Assignment of Rents and Leases by increasing the amount of the Mortgage and Assignment of Rents and Leases from Nine Hundred Thousand and No/100 Dollars (\$900,000.00) to One Million Five Hundred Fifty One Thousand Eight Dollars and No/100 Dollars (\$1,551,008.45).

WARRANTY OF TITLE

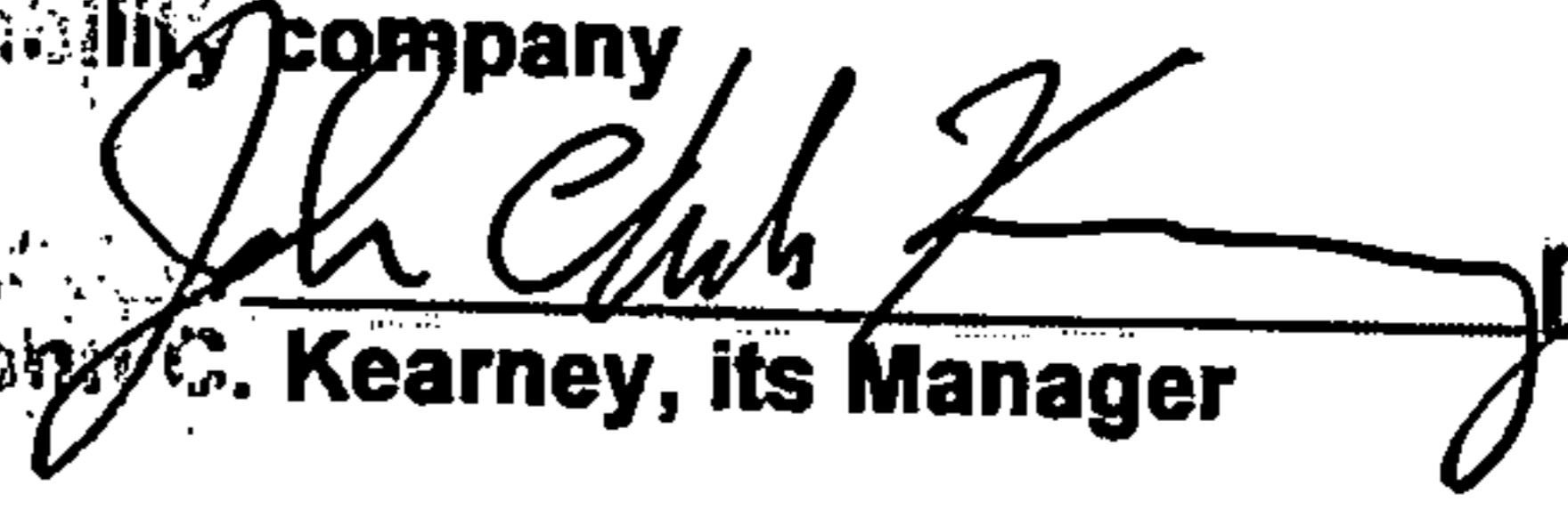
Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Mortgage and have the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

CONTINUANCE OF TERMS

Except as specifically amended in this Modification, all of the terms of the Mortgage and Assignment of Rents and Leases shall remain in force and effect.

MORTGAGOR:

538 Properties, LLC, an Alabama limited liability company

By:  [SEAL]
John C. Kearney, its Manager

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned Notary Public in and for said County, in said State, hereby certify that John C. Kearney, whose name as Manager of 538 Properties, 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 of the instrument, he as such officer and with full authority, executed the same as the act of said company.

Given under my hand and official seal this 17th day of July, 2020

Chance C. Fagan
NOTARY PUBLIC - Chance C. Fagan
My Commission Expires: July 14, 2024

LENDER:

ServisFirst Bank, an Alabama State Bank

By: [Signature] [SEAL]
Chad Goodwin, its Vice President


STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Chad Goodwin, whose name as Vice President of ServisFirst Bank, 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 the instrument, he as such officer and with full authority, executed the same as the act of said bank.

Given under my hand and official seal this 17th day of July, 2020.

Chance C. Fagan
NOTARY PUBLIC - Chance C. Fagan
My Commission Expires: July 14, 2024

This Instrument Prepared By:
Jeff W. Parmer
LAW OFFICES OF JEFF W. PARMER, LLC
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Shelby Cnty Judge of Probate, AL
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