

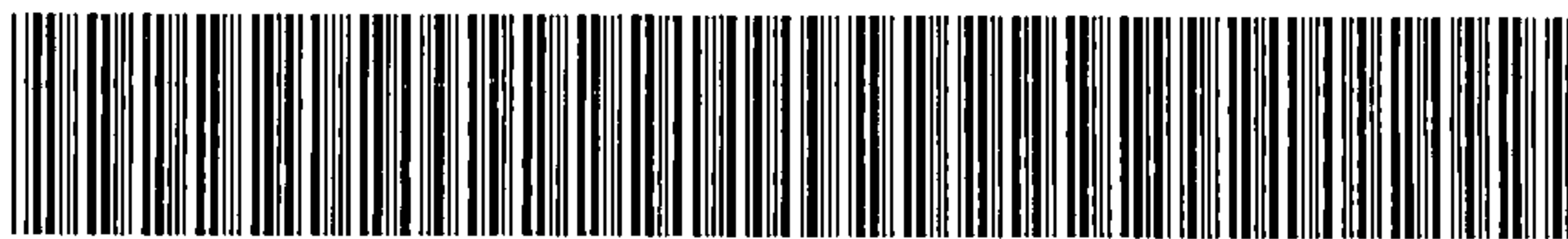
WHEN RECORDED MAIL TO:

Bank OZK
LR Rahling Branch
P.O. Box 8811
Little Rock, AR 72231


20200825000369740 1/4 \$2281.00
Shelby Cnty Judge of Probate, AL
08/25/2020 09:14:47 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



#####074008062020

Notice: The original principal amount available under the Note (as defined below), which was \$1,500,000.00 (on which any required taxes already have been paid), now is increased by an additional \$1,500,000.00.

THIS MODIFICATION OF MORTGAGE dated August 6, 2020, is made and executed between RC BIRMINGHAM, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, whose address is 4058 N COLLEGE AVE STE 300, FAYETTEVILLE, AR 72703-5234 (referred to below as "Grantor") and Bank OZK, whose address is (Legal Notices: P.O. Box 8811 Little Rock, AR 72231), P.O. Box 8811, Little Rock, AR 72231 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 14, 2019 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 11/20/2019 AS INSTRUMENT #20191120000433560 IN THE REAL ESTATE RECORDS 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 LOTS 1 - 41, TOWNSIDE SQUARE, CALERA, AL 35040. The Real Property tax identification number is 22-9-31-4-001-016.

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

THE PURPOSE OF THIS MORTGAGE MODIFICATION IS TO INCREASE THE MAXIMUM OBLIGATION LIMIT TO \$3,000,000.00.

THE AMOUNT OF THE INDEBTEDNESS AS SO EXTENDED IS \$3,000,000.00.

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 endorser 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)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 6, 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:

RC BIRMINGHAM, LLC

By: DAVID C FRYE (Seal)
DAVID C FRYE, Manager of RC BIRMINGHAM, LLC

LENDER:

BANK OZK

X Drew Mentzer (Seal)
Drew Mentzer, AVP Commercial Lending

This Modification of Mortgage prepared by:

Name: Angela Vanderbogart, Under Supervision of Office of General Counsel, BANK OZK
Address: P.O. Box 8811
City, State, ZIP: Little Rock, AR 72231

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

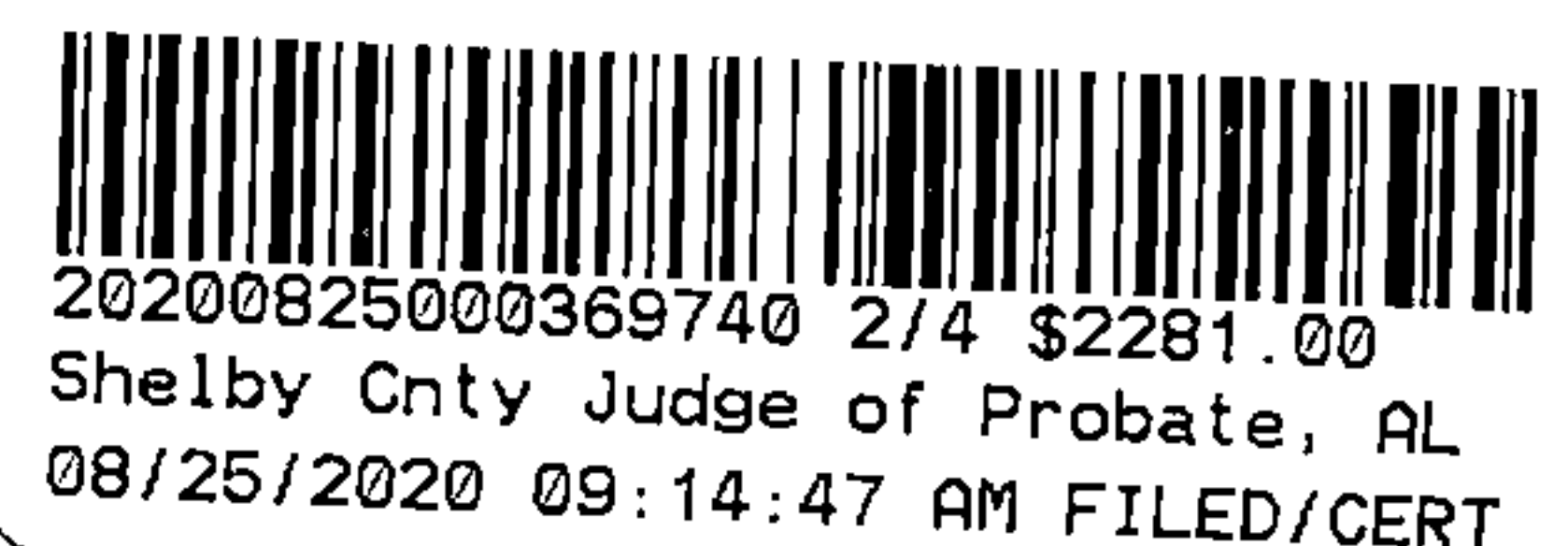
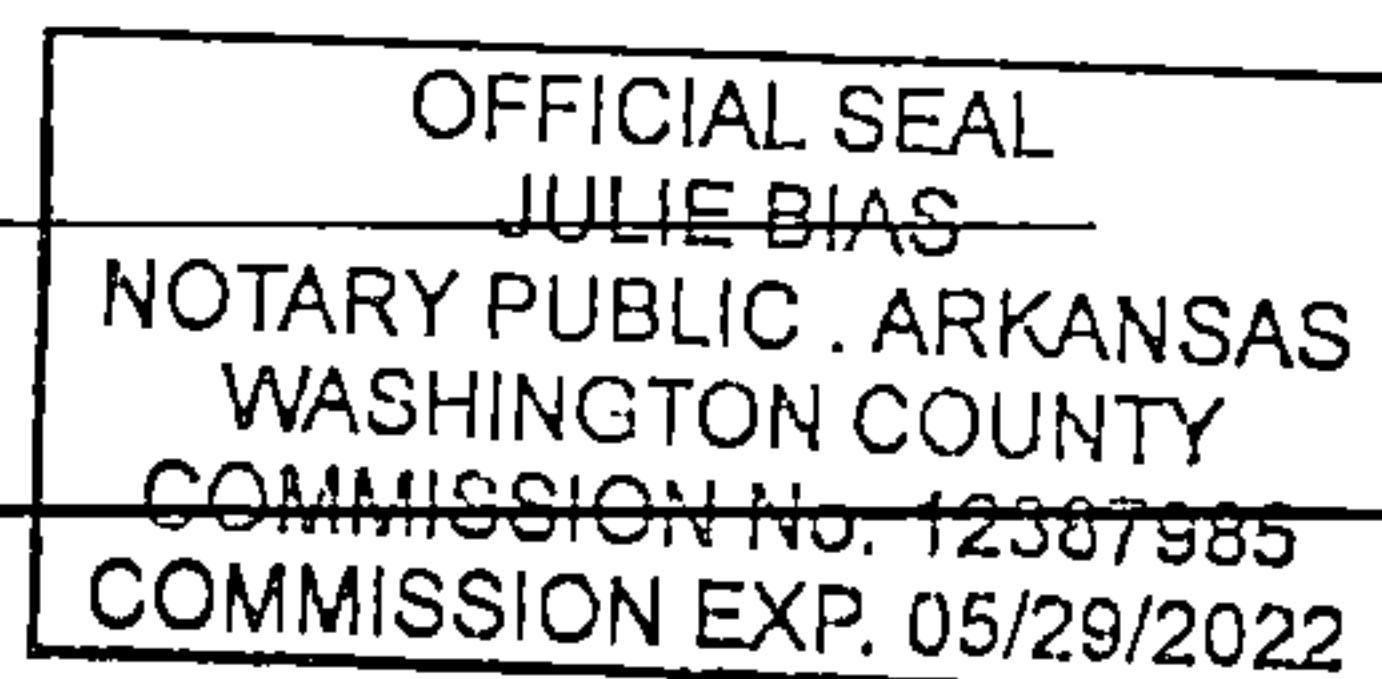
STATE OF Arkansas)
) SS
COUNTY OF Washington)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID C FRYE, Manager of RC BIRMINGHAM, 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 manager 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 6 day of August, 2020.

Julie Bias
Notary Public

My commission expires _____



MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Arkansas

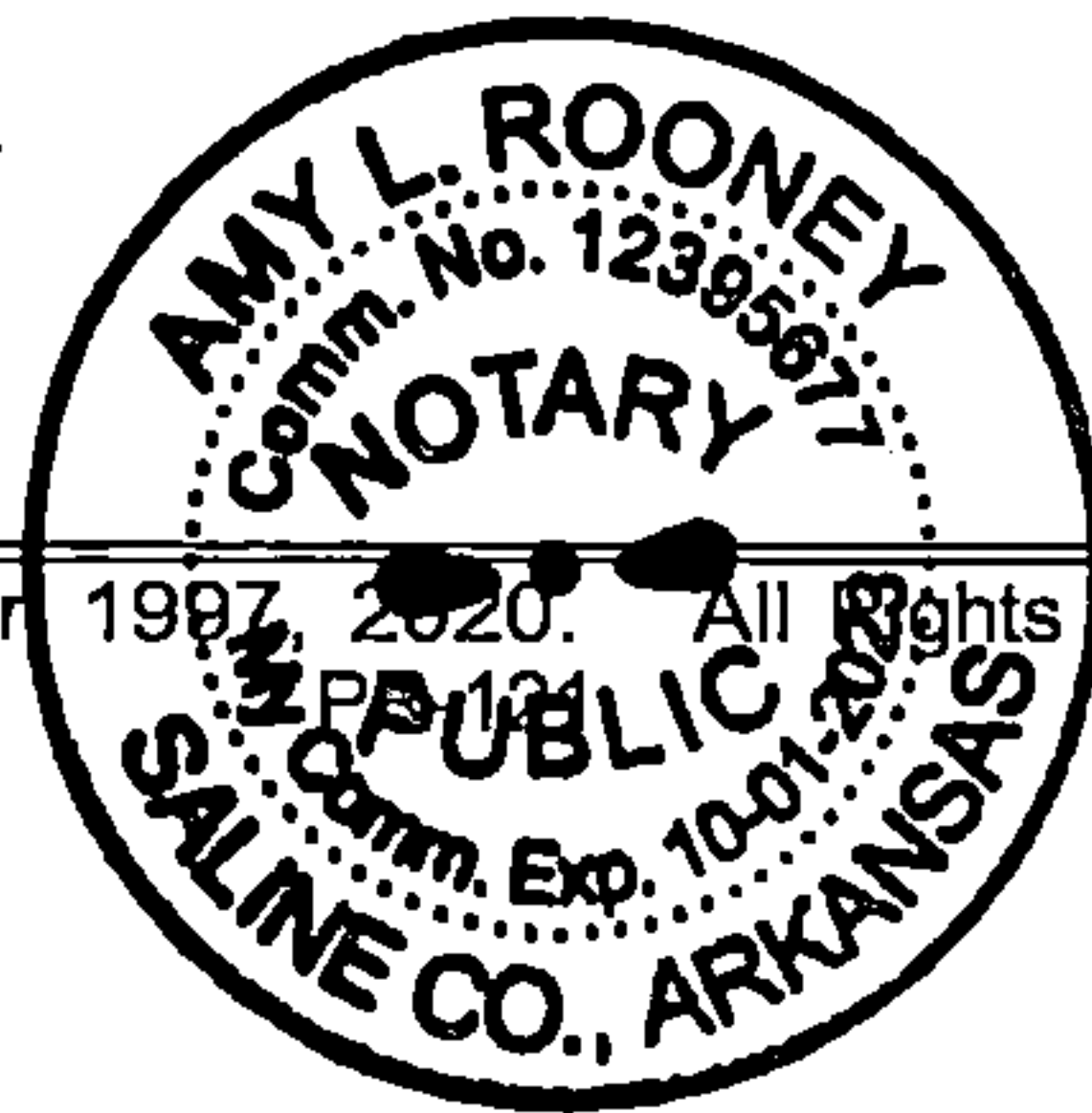
COUNTY OF Pulaski

)
) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Drew Mentzer** whose name as **AVP Commercial Lending of Bank OZK** 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 **AVP Commercial Lending of Bank OZK**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 20th day of August 2020
Amy L. Rooney
Notary Public

My commission expires 10/1/23



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EXHIBIT "A"

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, according to the Final Plat of Town Side Square Sector Two, as recorded in Map Book 51, page 79, in the Probate Office of Shelby County, Alabama.



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