

Please cross reference to
Mortgage recorded in
Instrument Number
20190621000221320

*This instrument prepared by
and when recorded return to:*
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203
Attention: J. Corbitt Tate



20201002000446830 1/4 \$31.00
Shelby Cnty Judge of Probate, AL
10/02/2020 11:54:10 AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX PURPOSES IS \$0.00. MORTGAGE TAX ON \$8,000,000 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. MORTGAGE TAX ON ADDITIONAL \$8,000,000 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.

MORTGAGE MODIFICATION AND SPREADER AGREEMENT

THIS MORTGAGE MODIFICATION AND SPREADER AGREEMENT (this "Agreement") is made this 22nd day of September, 2020, by and among SDH BIRMINGHAM LLC, a Georgia limited liability company, as mortgagor ("Mortgagor"), whose address is 110 Village Trail, Suite 215, Woodstock, Georgia 30188, 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 June 12, 2019, and recorded in Instrument Number 20190621000221320 in the Office of the Judge of Probate of Shelby 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]



20201002000446830 2/4 \$31.00
Shelby Cnty Judge of Probate, AL
10/02/2020 11:54:10 AM FILED/CERT

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

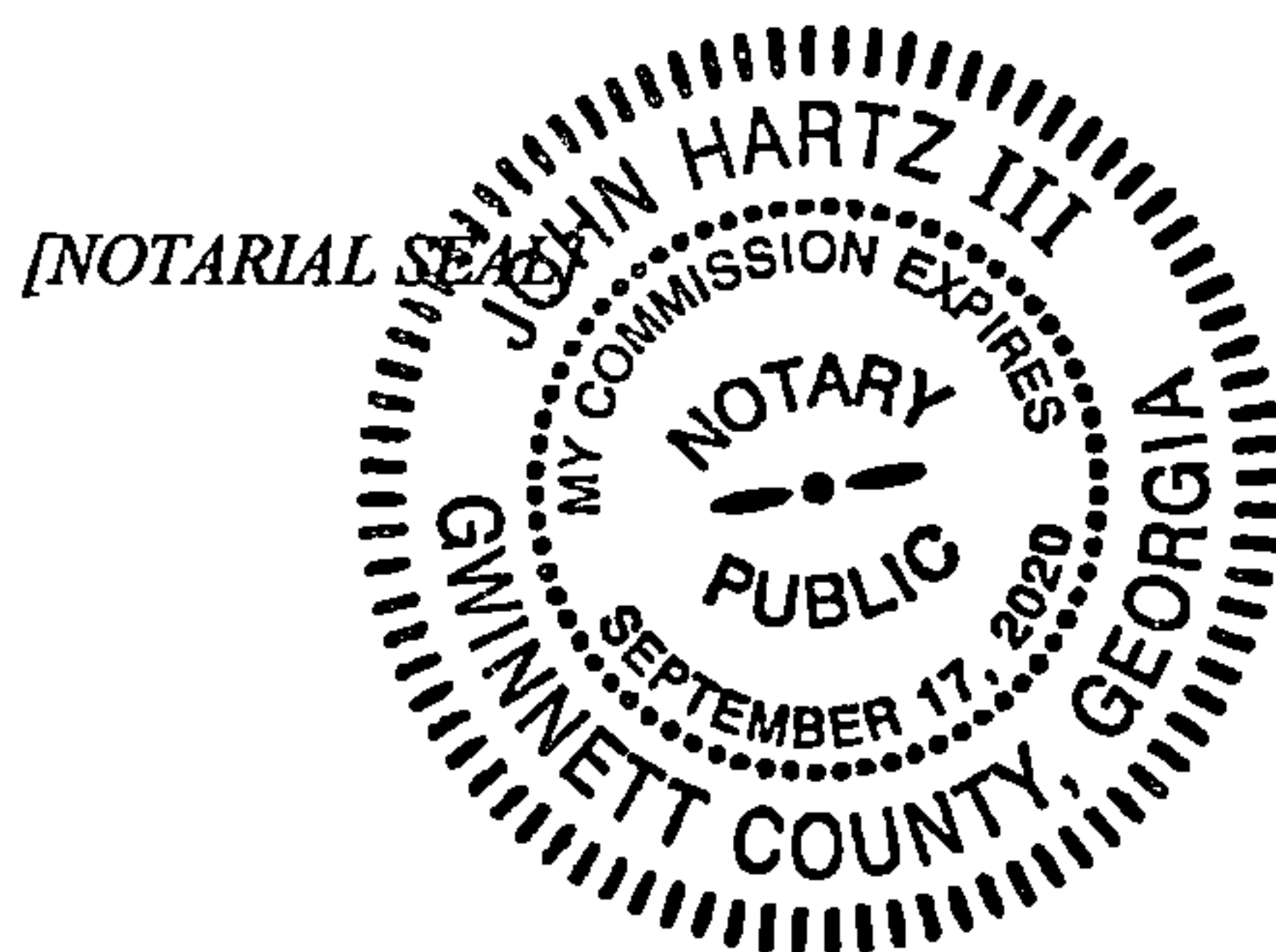
By: Edward W. Kleid IV
Name: Edward W. Kleid IV
Title: Director of Finance

Mortgagor's Address for Notices:
110 Village Trail, Suite 215
Woodstock, Georgia 30188
Attention: Edward W. Kleid IV

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/she as such officer and with full authority, executed the same for and as the act of said limited liability company.

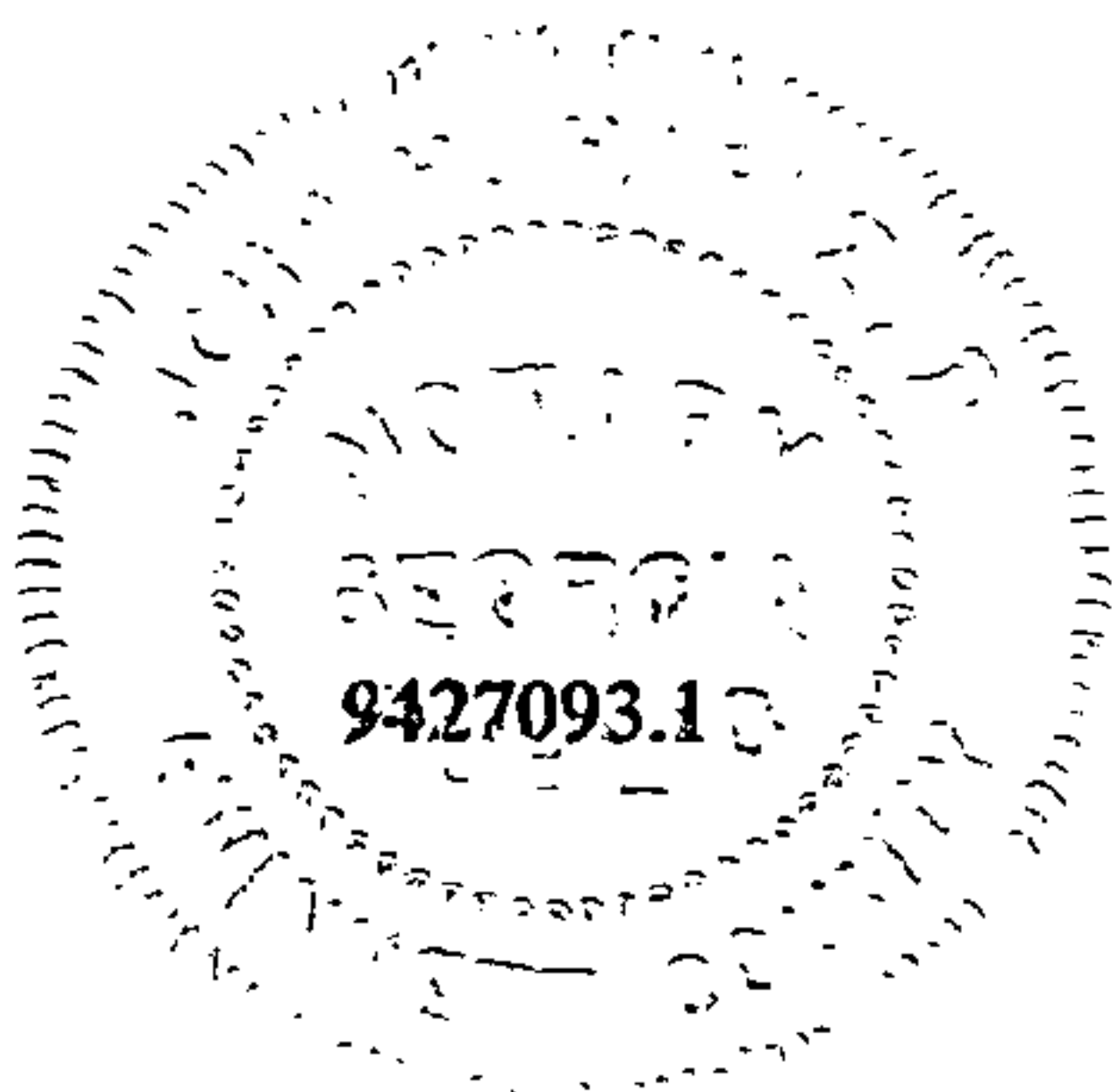
Given under my hand and official seal this 17 day of September, 2020.



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



20201002000446830 3/4 \$31.00
Shelby Cnty Judge of Probate, AL
10/02/2020 11:54:10 AM FILED/CERT



SCHEDULE A

Legal Description of the Additional Land

The following described real estate, situated in the County of Shelby, State of Alabama, to wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 23 and 24 of the Final Plat of the Glades, recorded in Map Book 53, Page 22, in the Office of the Judge of Probate of Shelby County, Alabama.

