

Note to Recording Office:

This amendment increases the amount of the loan from \$1,480,000.00 to \$2,286,500.00.  
Tax being paid only on the increase of \$806,500.00.

THIS INSTRUMENT PREPARED BY:

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(205) 725-6411

**AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, AND LEASES,  
AND SECURITY AGREEMENT**

STATE OF ALABAMA        )

SHELBY COUNTY            )

THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT ("Amendment to Mortgage") is made this 2nd day of October, 2020, by and between **BYROM PROPERTIES, LLC** ("Mortgagor") and **SOUTHPOINT BANK** ("Mortgagee"), as follows:

**RECITALS:**

A. On or about May 10, 2019, Mortgagee made a Loan to Mortgagor as evidenced by a promissory note in the original principal amount of \$1,480,000.00 (the "Note").

B. The Note is secured by a mortgage executed by Mortgagor to Mortgagee and recorded in Instrument Number 20190515000165360, in the Office of the Judge of Probate of Shelby County (the "Mortgage").

C. Subsequent to the execution and recordation of the Mortgage, Mortgagee released a portion of the Mortgaged Property described in the Mortgage, to-wit: Unit 300, Building 19, in Lake Heather Offices at Inverness Phase II, a Condominium, as established by that certain Declaration of Condominium of Lake Heather Offices at Inverness, a Condominium, which is recorded in 201707190000258140, as amended in Inst. No. 2019041000118020 in the Probate Office of Shelby County, Alabama, which is more particularly described on Exhibit A hereto ("Unit 300").

D. Mortgagor has requested, and Mortgagee has agreed, to increase the principal amount of the Loan to \$2,286,500.00, as evidenced by a Loan Modification Agreement and Amendment to Loan Documents of even date herewith.

E. Mortgagor has agreed to execute this Amendment to Mortgage to (1) secure the principal amount of \$2,286,500.00 due under the Note by the Mortgage and (2) add Unit 300 to the Mortgaged Property covered by the Mortgage.

NOW, THEREFORE, in consideration of the recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. The principal amount secured by the Mortgage shall be \$2,286,500.00, exclusive of interest, late charges, fees and expenses.

2. Mortgagor has bargained and sold and does hereby grant, bargain, sell, alien and convey unto Mortgagee, its successors and assigns, all that tract or parcel or parcels of land and estates particularly described on Exhibit A attached hereto and made a part hereof.

3. Mortgagor and Mortgagee hereby expressly incorporate and adopt by reference the terms and conditions of the Mortgage as if set out in full herein.

4. All of the terms, covenants and conditions contained in the Mortgage shall remain in full force and effect and are hereby ratified and affirmed and the liens created by the Mortgage shall not be affected or impaired by this Amendment to Mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of October, 2020.

**MORTGAGOR**

BYROM PROPERTIES, LLC,  
an Alabama limited liability company

By: Marty Byrom  
Marty Byrom  
Its: Member

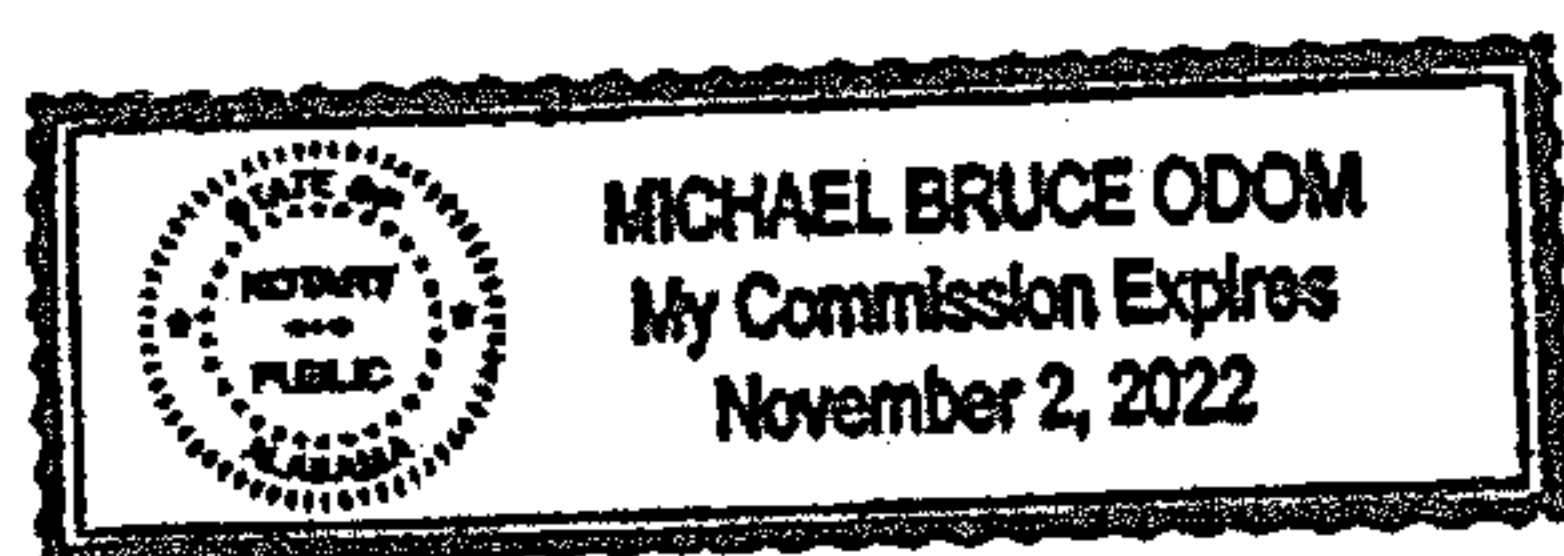
By: BRE Investments, LLC  
Its: Member

By: Colt Byrom  
Colt Byrom  
Its: Member

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned Notary Public, in and for said County and State hereby certify that Marty Byrom, whose name as Member of Byrom Properties, LLC, 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 Member and with full authority, executed the same voluntarily for and as the act of Byrom Properties, LLC.

Given under my hand and official seal this the day 2nd of October, 2020.

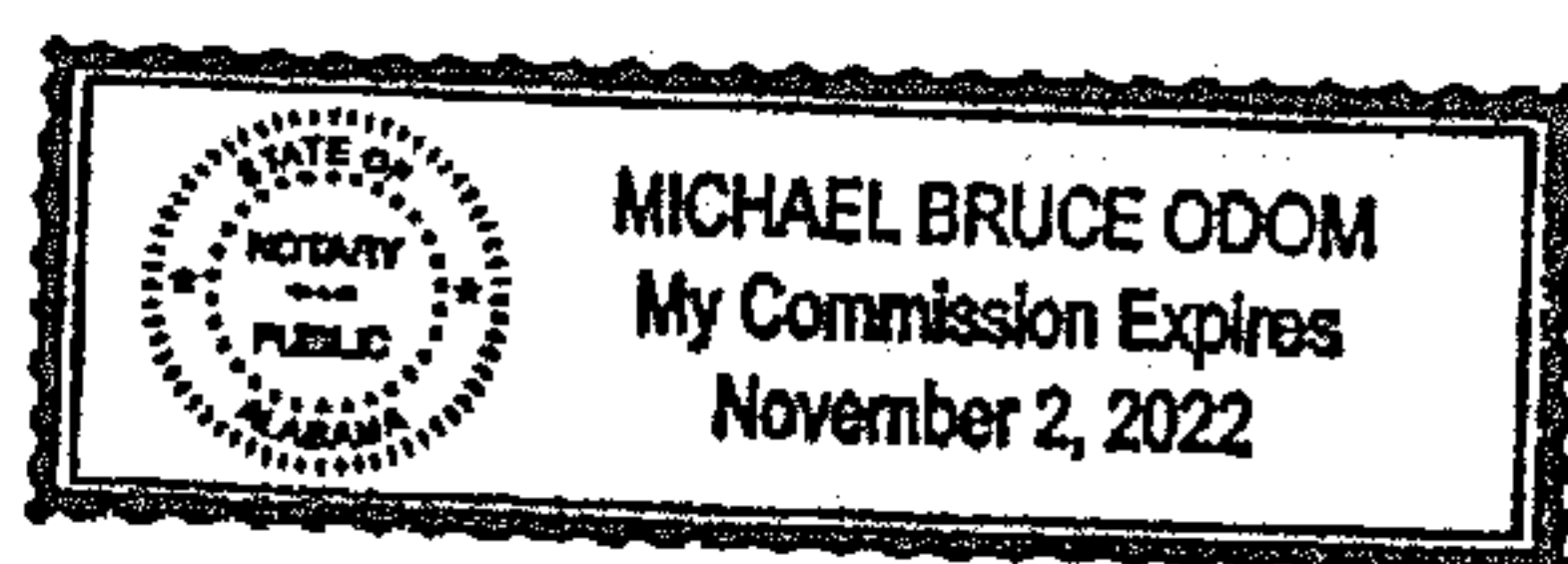


MBO  
Notary Public  
My Commission Expires: 11-2-22

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned Notary Public, in and for said County and State hereby certify that Colt Byrom, whose name as Member of BRE Investments, LLC, Member of Byrom Properties, LLC, 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 Member of BRE Investments, LLC, 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 the day 2nd of October, 2020.



MBO  
Notary Public  
My Commission Expires: 11-2-22

**EXHIBIT A**

**LEGAL DESCRIPTION**

Unit 300, Building 19, in Lake Heather Offices at Inverness Phase II, a Condominium, as established by that certain Declaration of Condominium of Lake Heather Offices at Inverness, a Condominium, which is recorded in 201707190000258140, as amended in Inst. No. 2019041000118020 in the Probate Office of Shelby County, Alabama, to which said Declaration of Condominium a plan is attached and filed for record in Map Book 50, Page 86 A-D, in said Probate Office; the By-Laws of Lake Heather Offices at Inverness as recorded in Exhibit B of said Declaration of Condominium, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium of Lake Heather Offices at Inverness, a Condominium, as amended.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/07/2020 01:34:33 PM  
\$1240.75 CHERRY  
20201007000455570

*Allen S. Bayl*