

20210323000146780
03/23/2021 03:35:01 PM
MORTAMEN 1/3

RECORDATION REQUESTED BY:

SouthPoint Bank
Commercial Lending
Birmingham, AL

WHEN RECORDED MAIL TO:

SouthPoint Bank
Commercial Lending
Birmingham, AL

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated March 4, 2021, is made and executed between AZIMA REAL ESTATE, LLC, whose address is 1505 DEER VALLEY DR, BIRMINGHAM, AL 35226-5042; Limited Liability Company (referred to below as "Grantor") and SouthPoint Bank, whose address is Birmingham, AL (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 24, 2020 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 05/15/2020 Instrument # 20200515000194520.

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 See Exhibit "A", AL.

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

The Mortgage, which originally was \$432,800.00, (on which any required taxes already have been paid), now is increased to \$710,400.00 (which is an increase of \$277,600.00).

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 endorers 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 4, 2021.

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:

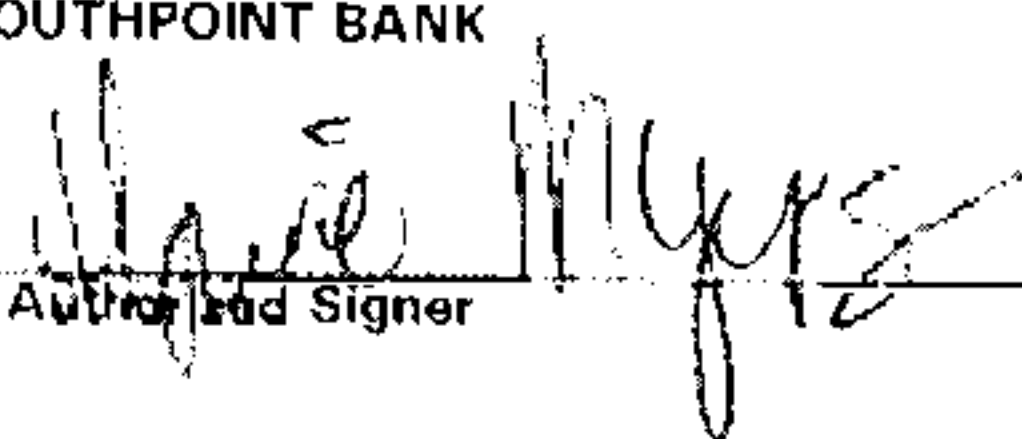
AZIMA REAL ESTATE, LLC

By:  (Seal)
HARI G. MUNIKAR, Member of AZIMA REAL ESTATE, LLC

By:  (Seal)
MANISHA SHRESTHA MUNIKAR, Member of AZIMA REAL ESTATE, LLC

LENDER:

SOUTHPPOINT BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Starr Smoot, Loan Specialist 1
Address:
City, State, ZIP: Birmingham, AL

Loan No: 17006393

MODIFICATION OF MORTGAGE
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that HARI G MUNIKAR, Member of AZIMA REAL ESTATE, LLC and MANISHA SHRESTHA MUNIKAR, Member of AZIMA REAL ESTATE, LLC, a limited liability company, are signed to the foregoing Modification and acknowledged before me on this day that, being informed of the contents of said Modification, they, as such limited liability company, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 17 day of March, 2021.
Nikki Matherson
Notary Public

My commission expires

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Howie Myers whose name as EVP of SouthPoint Bank 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 SouthPoint Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 17 day of March, 2021.
Nikki Matherson
Notary Public

My commission expires

See Exhibit A

LEGAL DESCRIPTION

Parcel I (118 Cove Landing, Calera, AL 35040)

Lot 36, according to the Survey of Willow Cove, Phase 2, as recorded in Map Book 24, Page 49, in the Probate Office of Shelby County, Alabama.

Parcel II (124 Cove Landing, Calera, AL 35040)

Lot 35, according to the Survey of Willow Cove, Phase 2, as recorded in Map Book 24, Page 49, in the Probate Office of Shelby County, Alabama.

Parcel III (153 Flagstone Lane, Calera, AL 35040)

Lot 152, according to the Survey of Camden Cove, Sector 3, as recorded in Map Book 28, Page 3, in the Probate Office of Shelby County, Alabama.

Parcel IV (521 Walker Road, Pelham, AL 35124)

Lot 13, according to the Survey at Stonehaven, as recorded in Map Book 25, Page 119, in the Probate Office of Shelby County, Alabama.

Parcel V (964 Savannah Lane, Calera, AL 35040)

Lot 94, according to the Survey of Savannah Pointe, Sector 2, Phase 4, as recorded in Map Book 29, Page 45, in the Probate Office of Shelby County, Alabama.

Parcel VI (139 Canyon Place, Pelham, AL 35124)

Lot 17, according to the Survey of Canyon Park Townhomes, as recorded in Map Book 19, Page 19, in the Probate Office of Shelby County, Alabama.

Parcel VII (802 Hillsboro Lane, Helena, AL 35080)

Lot 2-A, according to a Resurvey of Lots 1-6, Block 3 of a Resurvey of Breckenridge Park, as recorded in Map Book 10, Page 44, in the Probate Office of Shelby County, Alabama.

Parcel IX (149 Flagstone Lane, Calera, AL 35040)

Lot 151, according to the Survey of Camden Cove, Sector 3, as recorded in Map Book 28, Page 3, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl