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MORTAMEN 1/4

STATE OF ALABAMA  
SHELBY COUNTY

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

**THIS AMENDMENT** amends that certain Mortgage, Assignment of Rents and Leases, and Security Agreement (hereinafter "**Mortgage**") executed on January 09, 2017 by WOOSLEY HOLDINGS, LLC, an Alabama limited liability company (hereinafter "**Mortgagor**") in favor of **SYNOVUS BANK**, a Georgia state banking corporation, whose address is 800 Shades Creek Parkway, Birmingham, Alabama 35209 (hereinafter, along with its successors in interest and/or assigns, collectively the "**Lender**").

**WHEREAS**, the Mortgage is recorded as Instrument Number 20170113000017990 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto (the "**Mortgaged Property**"), and was given as security for indebtedness evidenced by that promissory note in the original principal amount of \$127,500.00, along with any renewals or extensions thereof (collectively the "**Note**");

**WHEREAS**, proceeds from the Note were used for the acquisition of the Mortgaged Property and development of improvements located thereon;

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$191.25, based upon the maximum principal indebtedness in the amount of \$127,500.00, was paid to the Office of the Judge of Probate of Shelby County, Alabama;

**WHEREAS**, the Note and indebtedness evidenced thereby secured by the Mortgage has a current outstanding principal balance in the amount of \$109,856.07 as of the date hereof; and

**WHEREAS**, Mortgagor has requested Lender to lend and/or continue to lend under the Note secured by the Mortgaged Property and Lender is agreeable to making such changes, provided Mortgagor, among other things, enters into this Amendment.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Lender to lend or continue to lend monies to Borrower, the Mortgage is hereby amended as follows:

1. **Amendments**. In addition hereto, Mortgagor further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "**Agreements**") to the terms as herein cited:

(a) Lender and Mortgagor hereby agree to amend the Mortgage so that said Mortgagor is and will be indebted to Lender by the terms of a Note dated January 09, 2017 (hereinafter along with all renewals, extensions and modifications thereto, the "**Note**") payable in accordance with the terms of such Note having a maturity date in the year 2031.

2. **Further Action**. Mortgagor hereby agrees and directs Lender to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

3. **Continuing Validity.** All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not a novation thereof.

[SIGNATURES AND ACKNOWLEDGEMENT CONTAINED ON THE FOLLOWING PAGE.]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 23 day of March, 2021.

MORTGAGOR:

WOOSLEY HOLDINGS, LLC, an Alabama limited liability company

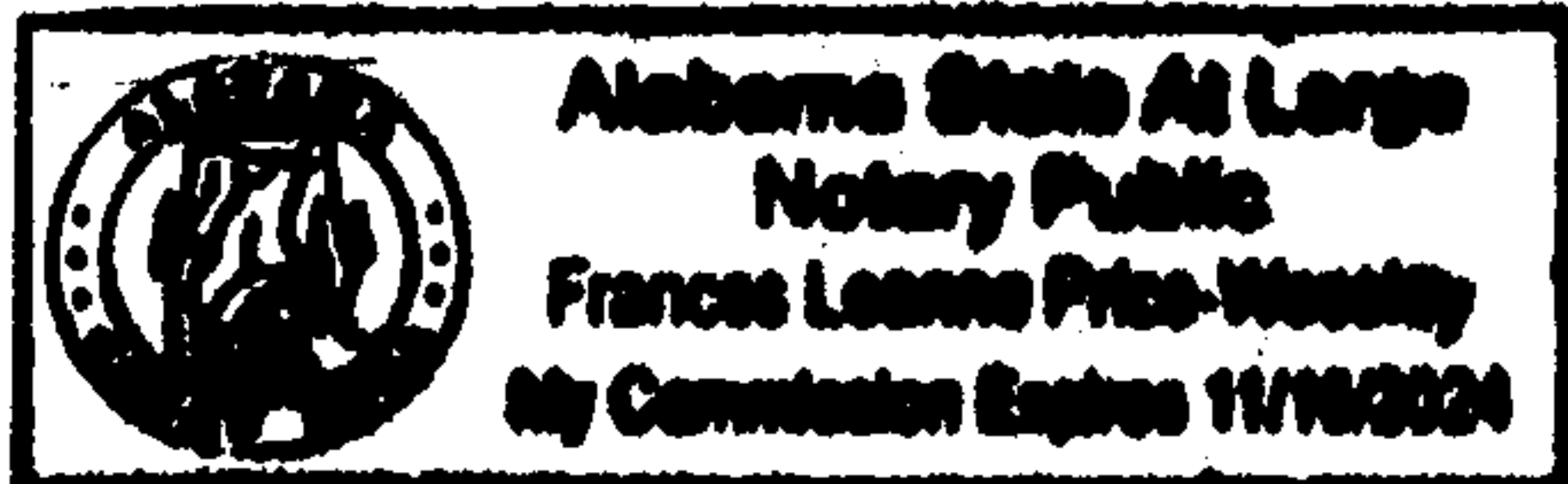
By: [Signature]  
 Print Name: Martin G. Woosley  
 Title: Manager

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Martin G. Woosley, whose name as Manager of WOOSLEY HOLDINGS, 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 said instrument, he, as such Manager, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 23<sup>rd</sup> day of March, 2021.



[Signature]  
 NOTARY PUBLIC  
 My Commission Expires: 11/16/2024

LENDER:

SYNOVUS BANK, a Georgia state banking corporation

By: [Signature]  
 Print Name: Laura R. Clarke  
 Title: Commercial Banking Manager III

STATE OF

Alabama  
Jefferson COUNTY

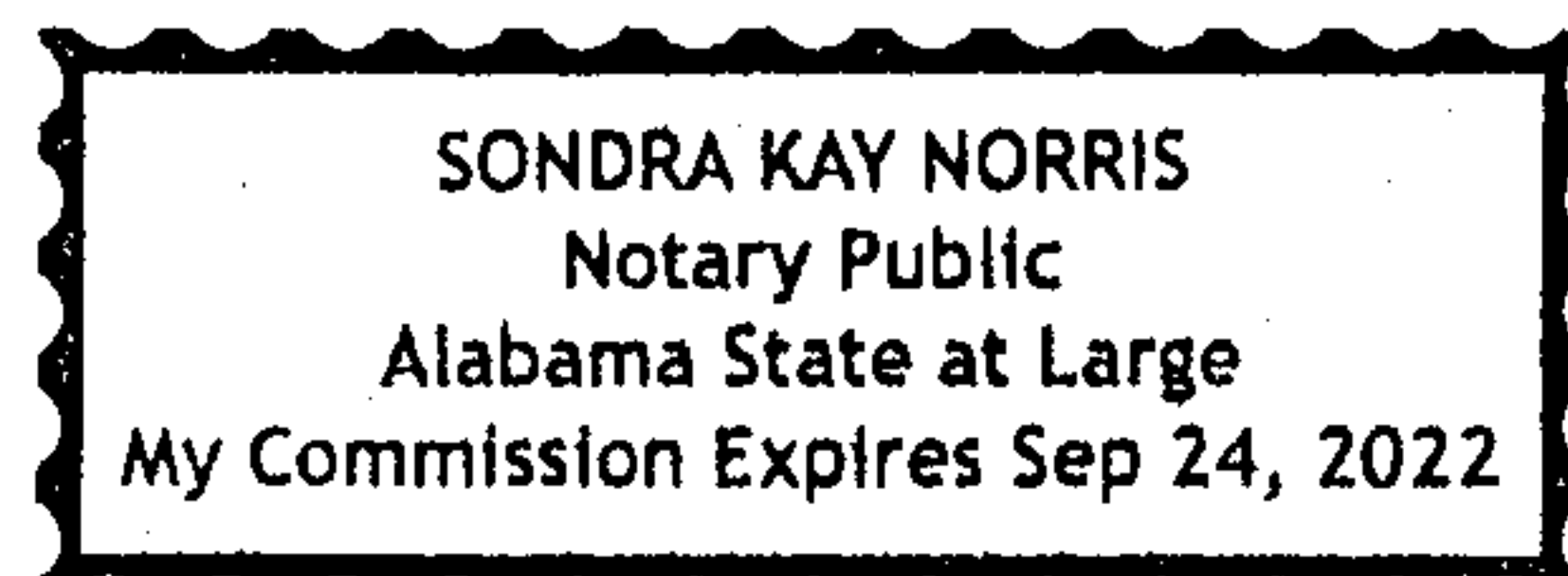
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Laura R. Clarke, whose name as Commercial Banking Mgr III of SYNOVUS BANK, a Georgia state banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 23<sup>rd</sup> day of March, 2021.

[Signature]  
 NOTARY PUBLIC  
 My Commission Expires: 09-24-2022

THIS INSTRUMENT PREPARED BY AND AFTER  
 RECORDATION SHOULD BE RETURNED TO:

Henry R. Harris  
 ENGEL, HAIRSTON & JOHANSON, P.C.  
 109 North 20th Street, Fourth Floor  
 P.O. Box 11405  
 Birmingham, Alabama 35202  
 (205) 328-4600

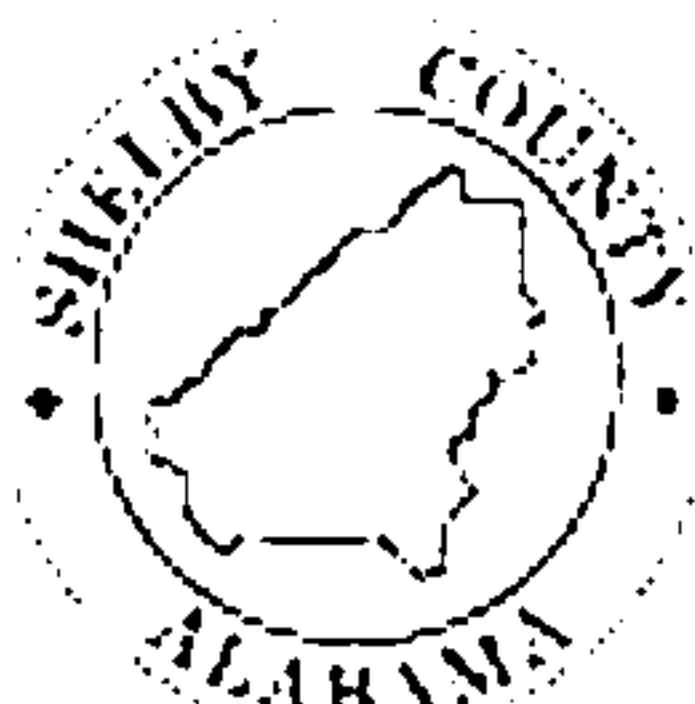


**EXHIBIT "A"**

Unit 1211, Building 12, in Edenton Office Condominium, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument No. 20070410000163990, the First Amendment to Declaration as recorded in Instrument No. 20070817000390020, and the Second Amendment of Declaration as recorded in 20100115000015260, in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded in the Condominium Plat of Edenton Office Condominium, in Map Book 38, Page 74, and 1<sup>st</sup> Amended Condominium Plat of Edenton Office Condominium as recorded in Map Book 39, Page 11, and 2<sup>nd</sup> Amended Condominium Plat of Edenton Office Condominium as recorded in Map Book 39, Page 91, and any future amendments thereto, Articles of Incorporation of Edenton Office Condominium Association as recorded in Instrument No. 20070410000163970, in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Office Condominium Association, Inc., are attached as Exhibit "B" thereto, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium set out in Exhibit "D".

**SUBJECT TO:**

(i) Taxes and assessments for the year 2021, a lien but not yet payable; (ii) Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Deed Book 126, Page 187; (iii) Roadway Easement Agreement as recorded in Instrument #20051024000550530 and Instrument #20061024000523450; (iv) Restrictive Use Agreement between JRC Lakeside Limited Partnership and Cahaba Beach Investments, LLC as recorded in Instrument #20051024000550540 and in Instrument #20061024000523460; (v) Easement for Grading and Slope Maintenance as recorded in Instrument #20060817000404390; (vi) Easement to BellSouth as recorded in Instrument #20060920000466950; (vii) Easement to Alabama Power Company as recorded in Instrument #20061212000601050; Instrument #20061212000601060; Instrument #20060828000422250; Instrument #20061212000601460; Instrument #20070517000230870; Instrument #20070517000231070, and Instrument #20100121000020230; (viii) Easement to BellSouth as recorded in Instrument #20070125000038780; (ix) Right of Way granted to SWWC Utilities, Inc. as recorded in Instrument #20090126000023550; (x) Declaration of Roadway and Utility Easement as recorded in Instrument #20070216000072120 and Instrument #20100218000048660; (xi) Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title created by the "Condominium Ownership Act", Chapter 8, Section 35-8-1 et seq., Code of Alabama 1975, and/or the "Alabama Uniform Condominium Act of 1991", Chapter 8A, Section 35-8A-101 et seq., Code of Alabama 1975, or set forth in the Declaration of Condominium of Edenton Office Condominium, a condominium dated March 14, 2007, and recorded in Instrument #20070410000163990; 1st Amendment recorded in Instrument #20070817000390020, and 2nd Amendment recorded in Instrument #20100115000015260, in the Probate Office of Shelby County, Alabama; in the By-Laws of Edenton Office Condominium Association, Inc., recorded in Instrument #20070410000163990, in said Probate Office; in the Articles of Incorporation of Edenton Office Condominium Association, Inc., recorded in Instrument #20070410000163970, in said Probate Office; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid; (xii) Rights of interested parties under outstanding unrecorded leases; (xiii) Declaration of Reciprocal Drainage Easement as recorded in Instrument #20100218000048670; (xiv) Declaration of Easement for Edenton Office Condominium as recorded in Instrument #20070216000072120; (xv) Grant of Land Easement and Restrictive Covenants granted to Alabama Power Company as recorded in Instrument #20100415000115200; and (xvi) Any coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
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 \$195.85 CHERRY  
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*Allen S. Bayl*