

**RECORDATION REQUESTED BY:**

IBERIABANK, a division of First Horizon Bank  
Commercial Lending - Birmingham AL  
2340 Woodcrest Place  
Birmingham, AL 35209

20210503000219700 1/5 \$3784.00  
Shelby Cnty Judge of Probate, AL  
05/03/2021 03:58:10 PM FILED/CERT

**WHEN RECORDED MAIL TO:**

IBERIABANK- LOAN OPERATIONS  
1120 JEFFERSON TERRACE BLVD.  
NEW IBERIA, LA 70560

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated April 13, 2021, is made and executed between Brown Lands, L.L.C., an Alabama limited liability company, whose address is 21891 Highway 25, Columbiana, AL 35051 (referred to below as "Grantor") and IBERIABANK, a division of First Horizon Bank, whose address is 2340 Woodcrest Place, Birmingham, AL 35209 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 9, 2014 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on April 11, 2014 in the Judge of Probate of Shelby County, AL in Instrument number 20140411000106760.

**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 21891 Hwy 25, Columbiana, AL 35051.

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

The Mortgage secures the note or credit agreement dated April 9, 2014 from Brown Lumber and Building Supply, LLC and Brown Lands, L.L.C. ("Borrower") to Lender (the "Note"), which is being modified by the promissory note between Borrower and Lender dated the same date as this Modification (the "Promissory Note"). The Mortgage, as modified hereby, shall secure the Note as modified by the promissory note and any and all previous and future renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note. The principal amount available under the Note, which originally was \$500,000.00, with a current balance of \$1,150,000.00, now is increased by an additional \$1,350,000.00, as evidenced by the Promissory Note.

**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 APRIL 13, 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:**

**BROWN LANDS, L.L.C.**

By:  (Seal)  
Andrew B. Brown IV, Manager of Brown Lands,  
L.L.C.

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 5300339091

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LENDER:

IBERIABANK, A DIVISION OF FIRST HORIZON BANK

X [Signature]  
Authorized Signer

(Seal)

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This Modification of Mortgage prepared by:

Name: Felesha Finch, Commercial Loan Closer  
Address: 2000 International Park Drive  
City, State, ZIP: Birmingham, AL 35243

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Shelby

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Andrew B. Brown IV, Manager of Brown Lands, L.L.C., 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 13 day of April, 2021.

[Signature]

Notary Public

My Commission Expires

My commission expires August 7, 2022

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Jefferson

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Wes Quattlebaum whose name as SVP of IBERIABANK, a division of First Horizon 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 SVP of IBERIABANK, a division of First Horizon Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 13 day of April, 2021.

[Signature]  
Notary Public

My commission expires

DEBORAH D. ROBERSON  
Notary Public, Alabama State At Large  
My Commission Expires 5/23/2021



LENDER:

IBERIABANK, A DIVISION OF FIRST HORIZON BANK

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Authorized Signer

This Modification of Mortgage prepared by:

Name: Felesha Finch, Commercial Loan Closer  
Address: 2000 International Park Drive  
City, State, ZIP: Birmingham, AL 35243

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Andrew B. Brown IV, Manager of Brown Lands, L.L.C.**, 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 13 day of April, 2021Julie Penan

Notary Public

My Commission Expires

My commission expires August 7, 2022

## LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of **IBERIABANK, a division of First Horizon 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 \_\_\_\_\_ of **IBERIABANK, a division of First Horizon Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



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## **EXHIBIT "A" - LEGAL DESCRIPTION**

### **PARCEL I:**

A parcel of land situated in the Northeast one-quarter of the Southeast one-quarter of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found axle being the Southeast corner of said quarter-quarter; thence run North 00 degrees 54 minutes 32 seconds East along the East line of said quarter-quarter for a distance of 414.86 feet to an iron pin set, said point being the intersection of the East line of said quarter-quarter and the Northernmost right of way line of Shelby County Highway 25 (right of way varies) and the POINT OF BEGINNING; thence leaving said East line, run South 63 degrees 52 minutes 50 seconds West along said Northernmost right of way for a distance of 211.30 feet to a set nail; thence run South 42 degrees 23 minutes 23 seconds West along said Northernmost right of way for a distance of 53.63 feet to an iron pin set; thence run South 64 degrees 52 minutes 25 seconds West along said Northernmost right of way for a distance of 150.03 feet to an iron pin set, said point being the intersection of said Northernmost right of way and the Easternmost right of way line of Shelby County Highway 47 (right of way varies); thence run North 62 degrees 35 minutes 16 seconds West along said Easternmost right of way for a distance of 55.88 feet to an iron pin set; thence run North 00 degrees 22 minutes 05 seconds West along said Easternmost right of way for a distance of 471.27 feet to an iron pin set; thence leaving said Easternmost right of way, run South 86 degrees 08 minutes 16 seconds East for a distance of 135.00 feet to an iron pin set; thence run South 00 degrees 22 minutes 05 seconds East for a distance of 75.00 feet to an iron pin set; thence run South 83 degrees 38 minutes 28 seconds East for a distance of 283.85 feet to an iron pin set, said point being on the East line of said quarter-quarter; thence run South 00 degrees 54 minutes 32 seconds West along said East line for a distance of 185.14 feet to the POINT OF BEGINNING. Said parcel contains 140,541 square feet or 3.23 acres more or less.

### **PARCEL II:**

A parcel of land situated in part of the Northeast one-quarter of the Southeast one-quarter and the Southeast one-quarter of the Southeast one-quarter of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found axle being the Southeast corner of said quarter-quarter; thence run North 00 degrees 54 minutes 32 seconds East along the East line of said quarter-quarter for a distance of 414.86 feet to an iron pin set, said point being the intersection of the East line of said quarter-quarter and the Northernmost right of way line of Shelby County Highway 25 (right of way varies); thence leaving said East line, run South 64 degrees 14 minutes 30 seconds West along said Northernmost right of way for a distance of 212.84 feet to a set nail; thence run South 42 degrees 45 minutes 03 seconds West along said Northernmost right of way for a distance of 53.63 feet to an iron pin set; thence run South 65 degrees 14 minutes 05 seconds West along said Northernmost right of way for a distance of 150.03 feet to an iron pin set, said point being the intersection of said Northernmost right of way and the Easternmost right of way line of Shelby County Highway 47 (right of way varies); thence leaving said Easternmost right of way, run South 63 degrees 20 minutes 08 seconds West for a distance of 237.93 feet to a found concrete monument, said point being the intersection of said Northernmost right of way and the Westernmost right of way of said Shelby County Highway 47 and the POINT OF BEGINNING; thence leaving said Westernmost right of way, run South 63 degrees 38 minutes 08 seconds West along said Northernmost right of way for a distance of 627.92 feet to a found 3" capped pipe; thence leaving said Northernmost right of way, run North 28 degrees 14



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minutes 18 seconds West for a distance of 290.55 feet to a found ½" rebar, said point being on the Southernmost right of way line of Norfolk Southern Railroad (100' right of way) and a point on a curve to the left, said curve having a radius of 2910.00 feet, a central angle of 02 degrees 58 minutes 22 seconds, a chord bearing of North 42 degrees 37 minutes 09 seconds East for a chord distance of 150.97 feet; thence run along arc of said curve and along said right of way for a distance of 150.98 feet to an iron pin set; thence run North 41 degrees 07 minutes 54 seconds East along said right of way for a distance of 287.27 feet to an iron pin set; thence run North 40 degrees 52 minutes 02 seconds East along said right of way for a distance of 214.11 feet to a found ½" rebar; thence leaving said right of way, run South 82 degrees 23 minutes 24 seconds East for a distance of 339.37 feet to an iron pin set, said point being on the Westernmost right of way line of said Shelby County Highway 47; thence run South 00 degrees 06 minutes 53 seconds East along said Westernmost right of way for a distance of 17.93 feet to a found concrete monument; thence run South 89 degrees 53 minutes 05 seconds East along said right of way for a distance of 36.66 feet to a found concrete monument; thence run South 00 degrees 17 minutes 20 seconds East along said right of way for a distance of 21.99 feet to a found concrete monument; thence run South 08 degrees 01 minutes 36 seconds West along said right of way for a distance of 70.76 feet to an iron pin set; thence run South 00 degrees 03 minutes 17 seconds East along said right of way for a distance of 214.94 feet to a found concrete monument; thence run South 44 degrees 26 minutes 31 seconds West along said Westernmost right of way for a distance of 135.26 feet to the POINT OF BEGINNING. Said parcel contains 349,809 square feet or 8.03 acres more or less.