

THIS INSTRUMENT PREPARED BY:

Central State Bank
11025 Highway 25
Calera, AL 35040-0000

AFTER RECORDING RETURN TO:

Central State Bank
PO Box 180
Calera, AL 35040-0000

Increased by \$1,000,000.00

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 7th day of July, 2021, between PEAVINE CREEK DEVELOPMENT LLC, an Alabama Limited Liability Company, whose address is 100 CARRINGTON LANE, CALERA, Alabama 35040 ("Mortgagor"), and Central State Bank whose address is P.O. BOX 180, Calera, Alabama 35040 ("Lender").

Central State Bank and Mortgagor entered into a Mortgage dated April 19, 2021 and at Instrument No 20210505000224400, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: Highway 11, Alabaster, Alabama 35007.

Legal Description: 1ST MORTGAGE DATED 4/19/2021

COMMERCIAL REAL ESTATE SHELBY COUNTY AL

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- Increase Mortgage from Two Million Dollars and No/100 (\$2,000,000.00) to Three Million Thousand Dollars and No/100 (\$3,000,000.00).

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.



ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

PEAVINE CREEK DEVELOPMENT LLC

William B. Cashion

By: WILLIAM BUFORD
CASHION
Its: Member

Date
7/7/2021

Jason E Spinks

By: JASON E SPINKS
Its: Member

Date
7/7/2021

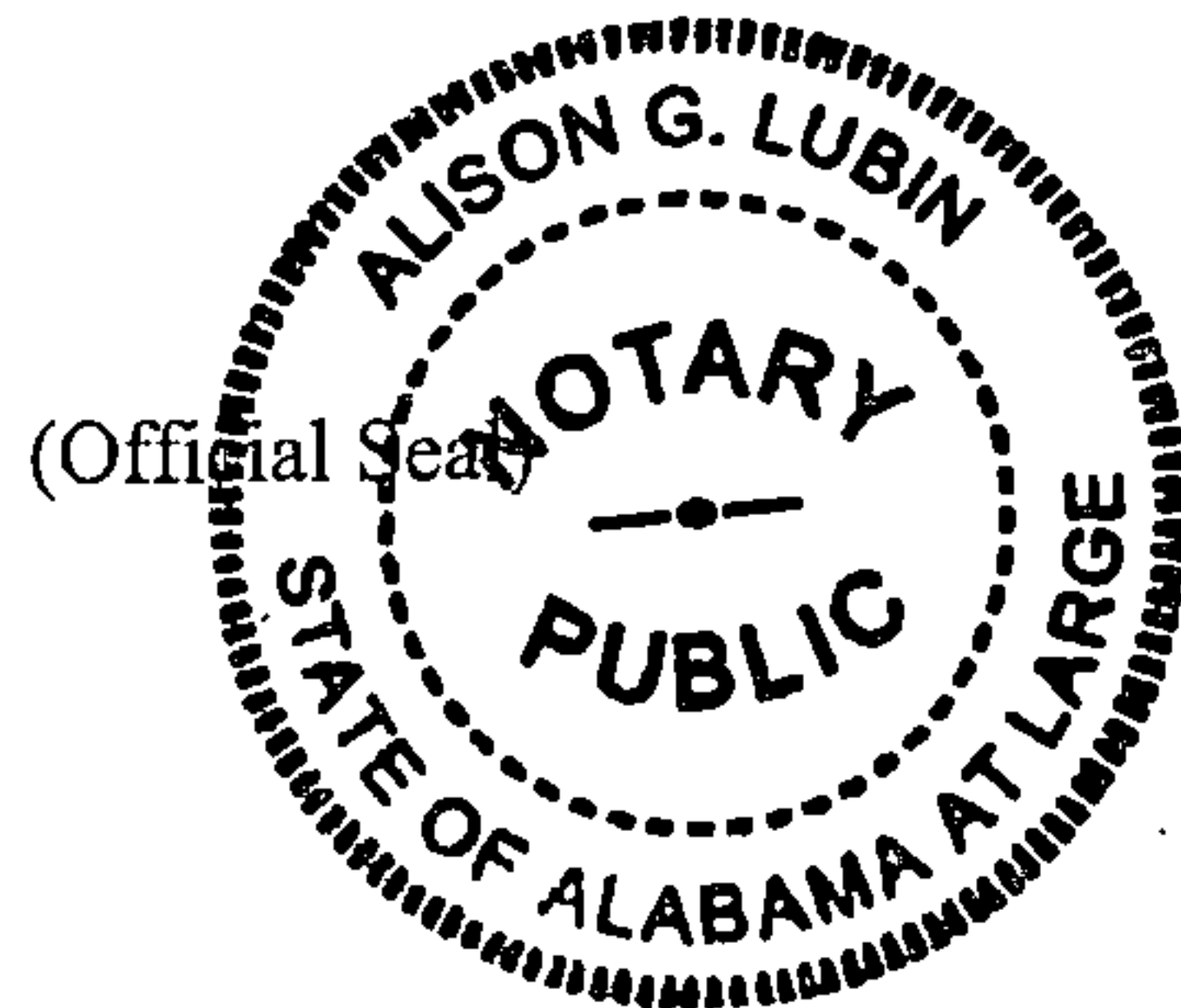
BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that

WILLIAM BUFORD CASHION, Member and JASON E SPINKS, Member on behalf of PEAVINE CREEK DEVELOPMENT LLC, an Alabama Limited Liability Company, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their official capacities and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company. Given under my hand this the 7th day of July, 2021.

My commission expires:



Alison G. Lubin
the undersigned authority
Notary Public
Identification Number

My Commission Expires August 18, 2021

LENDER: Central State Bank

Mitt Schroeder

By: Mitt Schroeder
Its: CEO

Date
7-7-21



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BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

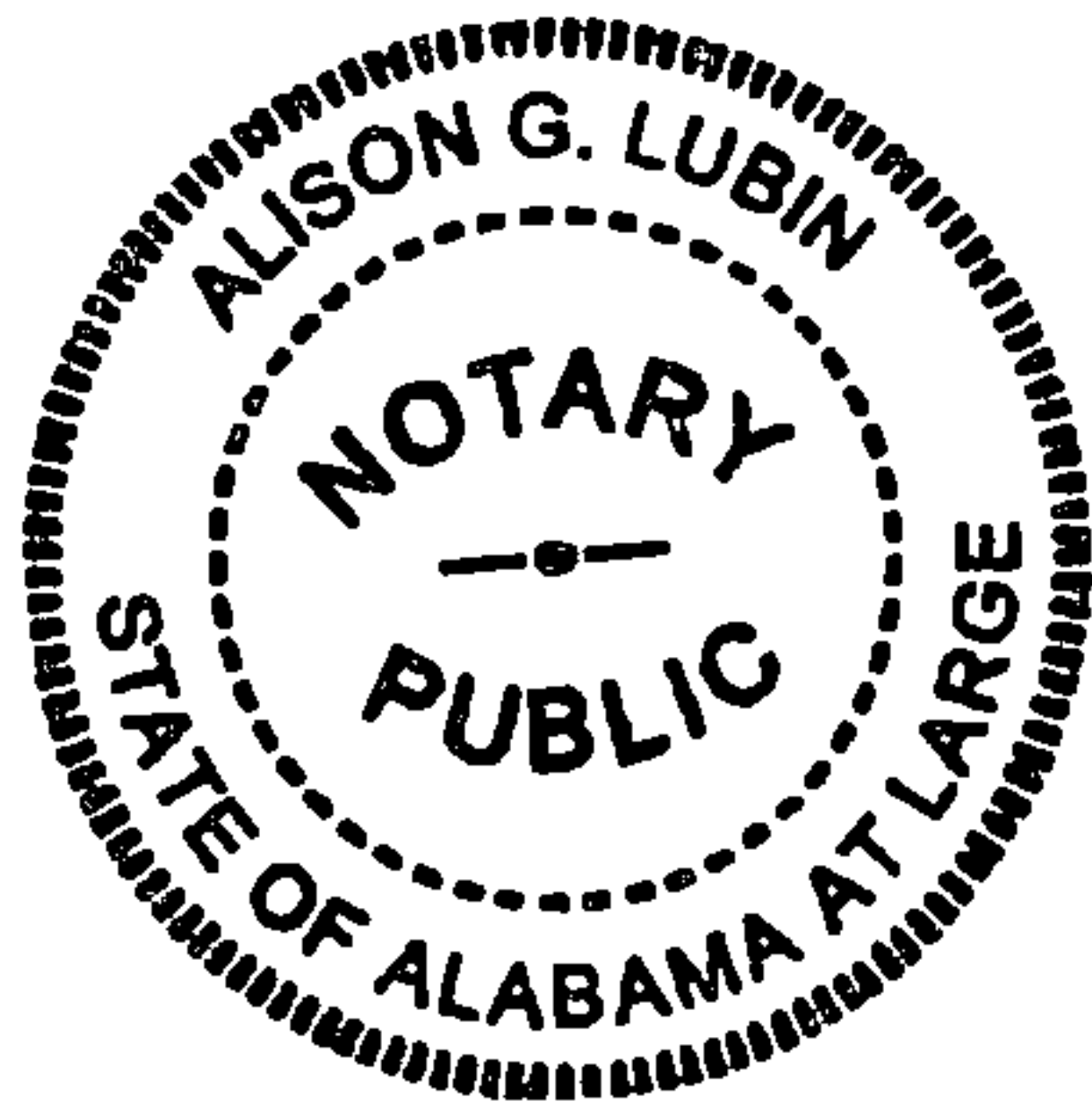
I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that Mitt Schroeder, CEO of Central State Bank, a(n) Alabama Federal Reserve Member Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said Federal Reserve Member Bank.

Given under my hand this the 7th day of July, 2021.

My commission expires: **My Commission Expires August 18, 2021**

Alison G. Lubin
the undersigned authority
Notary Public

(Official Seal)





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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel I:

Commence at the 1" crimp top pipe in place being the Southeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence proceed North $88^{\circ}39'48''$ West for a distance of 2059.13 feet to the POINT OF BEGINNING. From this beginning point continue North $88^{\circ}39'48''$ West along the South boundary of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and along the South boundary of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for the distance of 1437.46 feet to a $\frac{1}{2}$ " rebar in place being located on the easterly right of way of Shelby County Highway 11; thence proceed North $40^{\circ}17'14''$ East along the easterly right of way of said road for a distance of 255.94 feet to the P.C. of a concave curve left having a delta angle of $03^{\circ}46'28''$ and a radius of 1205.0 feet; thence proceed northeasterly along the curvature of said curve and along the Easterly right of way of said road for a chord bearing and distance of North $37^{\circ}49'52''$ East 79.37 feet to the P.T. of said curve; thence proceed North $36^{\circ}34'48''$ East along the easterly right of way of said road for a distance of 259.05 feet to a $\frac{1}{2}$ " rebar in place being located on the southerly right of way of the CSX Railroad; thence proceed South $66^{\circ}09'42''$ East along the southerly right of way of said railroad for a distance of 629.27 feet to the P.C. of a concave curve left having a radius of 1215.0 feet; thence proceed southeasterly along the curvature of said curve and along the southerly right of way of said railroad for a chord bearing and distance of South $77^{\circ}58'05''$ East 506.86 feet; thence proceed South $01^{\circ}09'$ West for a distance of 139.52 feet to the point of beginning.

The above-described land is located in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama.

Parcel II:

Commence at the 1" crimp top pipe in place being the Southeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 20 south, Range 2 West, Shelby County, Alabama, said point being the POINT OF BEGINNING. From this beginning point proceed North $01^{\circ}57'13''$ East along the East boundary of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and along the East boundary of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ for the distance of 1766.17 feet to a iron pin in place being located on the southerly right of way of the CSX Railroad, thence proceed South $45^{\circ}48'41''$ along the southerly right of way of said railroad for a distance of 1770.14 feet to the P.C. of a concave curve right having a delta angle of $44^{\circ}10'48''$ and a radius of 1215.0 feet; thence proceed southwesterly along the curvature of said curve and along the southerly right of way of said railroad for a chord bearing and distance of South $67^{\circ}54'04''$ West, 913.83 feet; thence proceed South $01^{\circ}09'$ West for a distance of 139.52 feet to a point on the South boundary of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence proceed South $88^{\circ}39'48''$ East along the South boundary of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and along the South boundary of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ for a distance of 2059.13 feet to the point of beginning.

The above described land is located in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama.

The above property is also described as Lot 1 and 2, according to the Map and Survey of R. H. Gentry, Jr., Estate as recorded in Map Book 32, Page 4, in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel III:

Commence at the Northwest corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence South 3030.65 feet to the North right of way of the Seaboard Coastline Railroad; thence left 67 degrees 02 minutes 07



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seconds, 1117.09 feet to the intersection of said North railroad right of way and the Southeasterly right of way of County Road 11, being the point of beginning; thence continue along said railroad right of way 476.81 feet to the P.C. of a curve to the left with a delta of 69 degrees 31 minutes, a radius of 1279.17 feet and a length of 1552.01 feet; thence continue along said tangent 984.17 feet; thence left 134 degrees 28 minutes 03 seconds, 1985.18 feet to the Southeastern right of way of County Road 11; thence left 54 degrees 28 minutes 15 seconds, 1015.58 feet along said right of way to the point of beginning.

LESS AND EXCEPT:

Begin at a Carr cap being the SW corner of Lot 2A of Resurvey of Lots 1 and 2 of McRees Subdivision, as recorded in Map Book 42, Page 107, in the Office of the Judge of Probate of Shelby County, Alabama, said point being the point of beginning; thence North 89 degrees 43 minutes 24 seconds East, a distance of 597.98 feet to a Carr cap; thence South 52 degrees 48 minutes 03 seconds West, a distance of 363.65 feet to an iron pin set; thence North 54 degrees 51 minutes 50 seconds West a distance of 377.00 feet to the point of beginning.