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07/29/2021 03:52:35 PM
MORTAMEN 1/3

RECORDATION REQUESTED BY:

Bryant Bank
Cahaba Village
2700 Cahaba Village
Mountain Brook, AL 35243

WHEN RECORDED MAIL TO:

Bryant Bank
P.O. Office Box 2087
Birmingham, AL 35201

SEND TAX NOTICES TO:

Newcastle Development LLC
121 Bishop Circle
Pelham, AL 35124-0000

BRYANT BANK

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



#####%0740%07212021%#####

Notice: The original principal amount available under the Note (as defined below), which was \$4,291,496.00 (on which any required taxes already have been paid), now is increased by an additional \$405,209.75.

THIS MODIFICATION OF MORTGAGE dated July 21, 2021, is made and executed between Newcastle Development LLC (referred to below as "Grantor") and Bryant Bank, whose address is 2700 Cahaba Village, Mountain Brook, AL 35243 (referred to below as "Lender").

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

Mortgage dated 3/24/20 and recorded on 4/8/20 by Instrument Number 20200408000137510 and Modification of Mortgage dated 12/16/20 and recorded on 12/29/20 by Instrument Number 20201229000596690 in the Office of the Judge of Probate of Shelby County, Alabama.

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 2300 Brock Drive (approximately 55 acres), Chelsea, AL 35043.

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

Mortgage increased from \$4,291,496.00 to 4,696,705.75.

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 endorser 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.

MODIFICATION OF MORTGAGE
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 21, 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:

NEWCASTLE DEVELOPMENT LLC

By: [Signature] (Seal)
Glenn Siddle, Member/Manager of Newcastle
Development LLC

LENDER:

BRYANT BANK

X [Signature] (Seal)
Carl Albright, Senior Vice President

This Modification of Mortgage prepared by:

Name: Mary Hudson
Address: 2700 Cahaba Village
City, State, ZIP: Mountain Brook, AL 35243

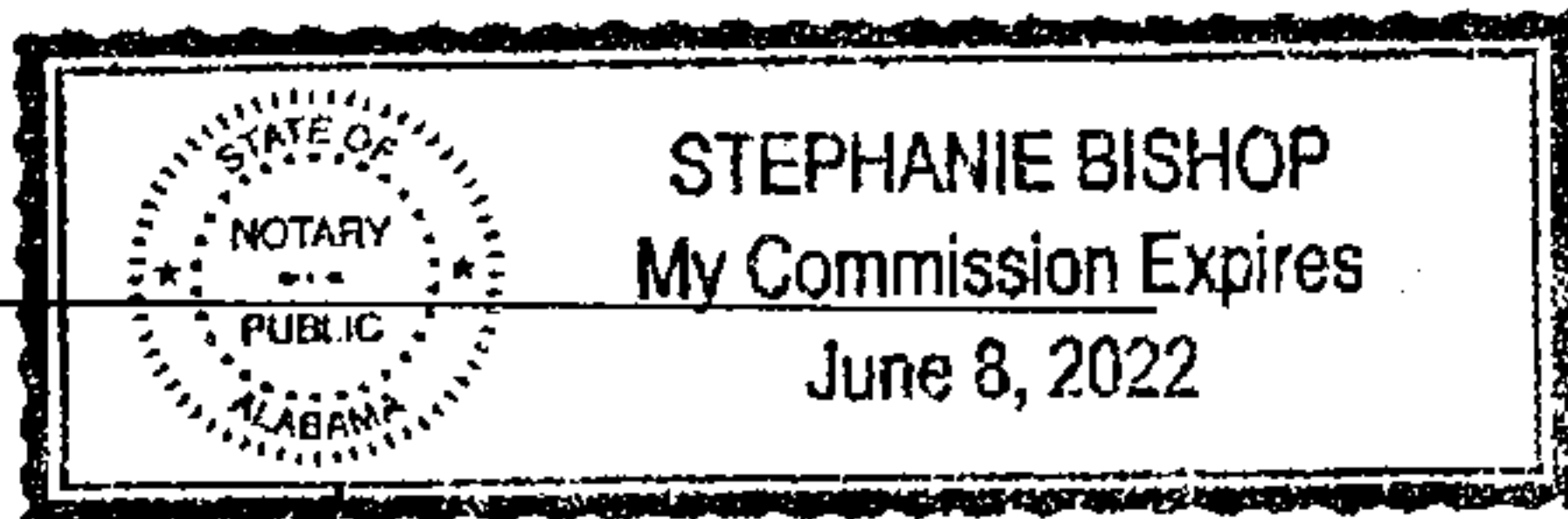
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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 **Glenn Siddle, Member/Manager of Newcastle Development LLC**, 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 or member 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 21st day of July, 2021.

My commission expires



[Signature]
Notary Public

MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

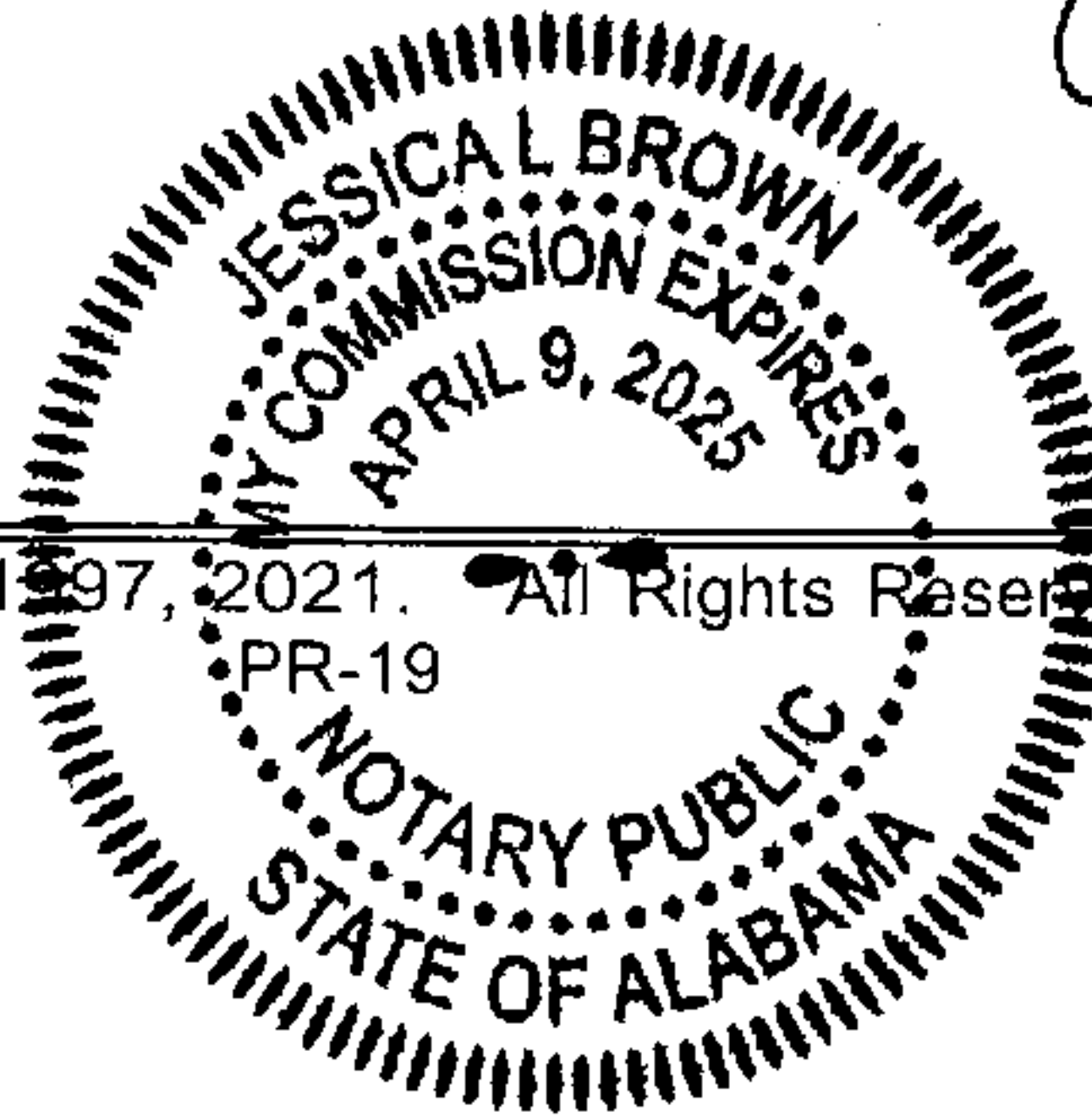
STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Carl Albright** whose name as **Senior Vice President of Bryant 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 **Senior Vice President of Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 21st day of July, 2021.

Jessica L. Brown
Notary Public

My commission expires 4-9-2025



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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/29/2021 03:52:35 PM
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Allie S. Bayl