

**RECORDATION REQUESTED BY:**

Bryant Bank  
Highway 280 S (Greystone)  
5319 US Highway 280 South  
Birmingham, AL 35242

**WHEN RECORDED MAIL TO:**

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

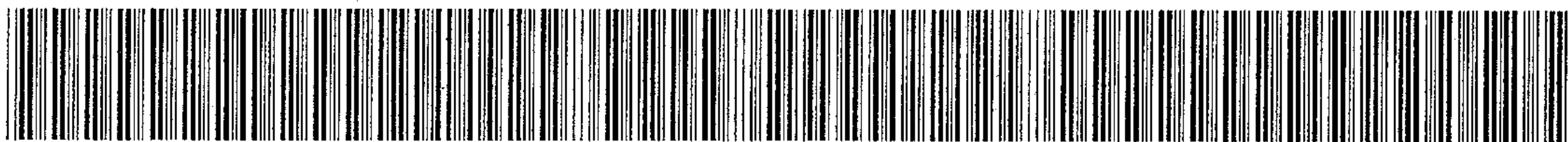
**SEND TAX NOTICES TO:**

The Terrace LLC  
Broderick, LLC.  
10 Spring Branch Road  
Columbiana, AL 35051-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*#####%0740%08182021%#####\*

**THIS MODIFICATION OF MORTGAGE** dated August 18, 2021, is made and executed between The Terrace LLC and Broderick, LLC. (referred to below as "Grantor") and Bryant Bank, whose address is 5319 US Highway 280 South, Birmingham, AL 35242 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 4, 2012 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 12/4/12 and recorded on 12/7/12 by Instrument Number 20121207000468070 in the Office of the Judge of Probate of Shelby County, Alabama and Modification of Mortgage dated 12/1/16 and recorded on 1/11/17 by Instrument Number 2017011100014150 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 5426 Hwy 280 South, Birmingham, Alabama 35242 and 100-A Bowling Lane, Pelham, AL 35124.

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

The purpose of this Modification is to add the following Future Advances or Re-Advances language:

Future Advances or Re-Advances language: In addition to the Note, this Mortgage secures all other indebtedness of the Grantor to the Lender whether or not such indebtedness exists at the time this Mortgage is executed by the Grantor, including future advances or re-advances of indebtedness made by Lender, and whether or not such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or un-matured, as guarantor or otherwise, joint or several, and otherwise secured or not. This Mortgage secures, in addition to the amounts specified in the Note, future advances or re-advances in an unlimited amount, including any renewal, extension, modification or increase, together with all interest thereon, which Lender may make pursuant to the terms and conditions of the Note or any other note, loan agreement, security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, or any other instrument or agreement of any kind now or hereafter existing as security for or executed in connection with this or any related indebtedness.

**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 AUGUST 18, 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:

THE TERRACE LLC

By: Rita Ann Kollars (Seal)  
Rita Ann Kollars, Member of The Terrace LLC

By: Craig G Kollars (Seal)  
Craig G Kollars, Member of The Terrace LLC

BRODERICK, LLC.

By: Craig Kollars (Seal)  
Craig Kollars, Sole Member of Broderick, LLC.

LENDER:

BRYANT BANK

X Clint Calvert (Seal)  
Clint Calvert, Vice President

This Modification of Mortgage prepared by:

Name: Mary Hudson  
Address: 5319 US Highway 280 South  
City, State, ZIP: Birmingham, AL 35242

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 Rita Ann Kollars, Member of The Terrace LLC and Craig G Kollars, Member of The Terrace LLC, a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such members 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 18<sup>th</sup> day of August, 2021.



Kristen Culver  
Notary Public

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

MODIFICATION OF MORTGAGE  
(Continued)

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## 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 **Craig Kollars, Sole Member of Broderick, 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 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 18<sup>th</sup> day of August, 20 21.

My commission expires



Kristen Culver  
Notary Public

## LENDER 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 **Clint Calvert** whose name as **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 **Vice President of Bryant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 18<sup>th</sup> day of August, 20 21.

My commission expires



Kristen Culver  
Notary Public



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL I:

Lot 1, according to the Survey of Lots 1 thru 7, Greystone Highlands Commercial Subdivision, as recorded in Map Book 20, Page 25, in the Probate Office of Shelby County, Alabama.

Together with a non-exclusive easement for pedestrian and vehicular ingress and egress as set forth in Reciprocal Easement and Agreement by and between Baptist Health System, Inc. and the Terrace LLC, dated November 7, 2000 and recorded in Instrument Number 2000-38869 as amended in Instrument Number 2001/4482 being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence run in a Westerly direction along the South line of said section line for 407.30 feet to a 3/4 inch rebar, said rebar being the Northeastern corner of Lot 1, Greystone Highlands Commercial Subdivision, as recorded in Map Book 20, page 25, in the Office of the Probate Judge of Shelby County, Alabama, and the point of beginning of a Cross Parking and Ingress/egress easement; thence run Westerly along same section line and Northerly line of said Lot 1 for 200.00 feet; thence turn 110°49'27" to the right and run Northeasterly 164.53 feet to a point; thence turn 57°00'43" to the left and run Northerly for 59.27 feet to a point; thence turn an angle of 64°08'37" to the right and run Northeasterly for 53.37 feet to a point on the Southerly right of way of US Highway 280; thence turn 118°55'59" to the right to become tangent to a curve to the right, said curve having a radius of 2,714.79 feet and subtending a central angle of 2°58'53"; thence run along the arc of said curve and said Southerly right of way of US Highway 280 for 141.25 feet to a concrete right of way monument and end of said curve; thence turn an interior angle of 174°19'28" from tangent of the last described curve and run along said Southerly right of way of US Highway 280 for 143.10 feet to the point of beginning.

PARCEL II:

Lot 1-A-1 according to the Final Plat for Broderick's Resurvey of Lot 1-A, Oak Mountain Centre in Map Book 39, Page 48 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  
08/19/2021 11:31:14 AM  
\$32.00 CHERRY  
20210819000405190

*Allie S. Bayl*