

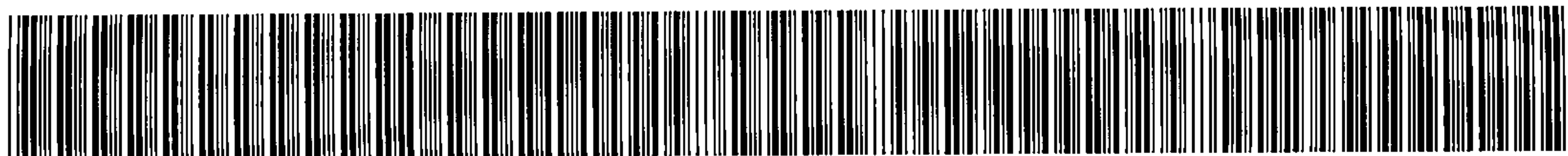
WHEN RECORDED MAIL TO:

Bank Independent
Huntsville Branch
P O Box 5000
Sheffield, AL 35660

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



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Notice: The original principal amount available under the Note (as defined below), which was \$4,350,000.00 (on which any required taxes already have been paid), now is increased by an additional \$800,000.00.

THIS MODIFICATION OF MORTGAGE dated October 19, 2021, is made and executed between Campus No. 124 LLC; an Alabama limited liability company (referred to below as "Grantor") and Bank Independent, whose address is P O Box 5000, Sheffield, AL 35660 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 25, 2019 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Document No. 20191210000455600.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

MEETS AND BOUNDS – PARCEL “A”

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE PURPORTED SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH 00 DEGREES 08 MINUTES 05 SECONDS WEST, 86.24 FEET TO THE POINT OF BEGINNING; THENCE FROM THE SAID POINT OF BEGINNING, NORTH 00 DEGREES 27 MINUTES 21 SECONDS WEST, 882.71 FEET TO A POINT; THENCE NORTH 58 DEGREES 13 MINUTES 36 SECONDS EAST, 68.04 FEET TO A POINT; THENCE NORTH 64 DEGREES 45 MINUTES 15 SECONDS EAST, 326.98 FEET TO A POINT; THENCE SOUTH 19 DEGREES 32 MINUTES 29 SECONDS EAST, 86.03 FEET TO A POINT; THENCE SOUTH 64 DEGREES 32 MINUTES 29 SECONDS EAST, 379.11 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,764.93 WITH AN ARC LENGTH OF 131.43, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22 DEGREES 38 MINUTES 59 SECONDS WEST, 131.41 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,764.93 WITH AN ARC LENGTH OF 294.95, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 26 DEGREES 01 MINUTE 17 SECONDS WEST, 294.81 FEET TO A POINT; THENCE SOUTH 26 DEGREES 56 MINUTES 45 SECONDS WEST, 617.54 FEET TO A POINT; THENCE NORTH 64 DEGREES 32 MINUTES 29 SECONDS WEST, 285.60 FEET TO THE POINT OF BEGINNING. CONTAINS 12.41 ACRES, MORE OR LESS.

The Real Property or its address is commonly known as 310 Opportunity Drive, Pelham, AL 35124.

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

Mortgage is being increased by \$800,000.00 for a maximum principal indebtedness of \$5,150,000.00. Maturity date of the Mortgage will remain the same.

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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which

Loan No: 30006682

MODIFICATION OF MORTGAGE
(Continued)

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were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 19, 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:

CAMPUS NO. 124 LLC

By: [Signature] (Seal)
Randall A. Schrimsher, Manager of Campus No. 124 LLC

LENDER:

BANK INDEPENDENT

x Amanda Hicks (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Stacy Jackson, Bank Independent
Address: P O Box 5000
City, State, ZIP: Sheffield, AL 35660

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Madison)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Randall A. Schrimsher, Manager of Campus No. 124 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 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 19th day of October, 20 21.
Shannon Brooks
Notary Public

My commission expires 9/4/2023

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Madison)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amanda Hicks whose name as A Vice Pres. of **Bank Independent** 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 Asst. Vice Pres of **Bank Independent**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 19th day of October, 20 21.
Shannon Brooks
Notary Public

My commission expires 9/4/2023

