

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:
Valleydale Shopping Center LLC
C/O Red Rock Realty Group
1425 Richard Arrington Jr Blvd S Ste 100
Birmingham, AL 35205

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%12022021%#####

THIS MODIFICATION OF MORTGAGE dated December 2, 2021, is made and executed between Valleydale Shopping Center 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 December 13, 2016 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated 12/13/16 and recorded on 12/14/16 by Instrument Number 20161214000456010 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:

Lot C2, according to the Survey of Inverness Highlands, as recorded in Map Book 34, Page 45 A & B, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 5291 Valleydale Rd, Birmingham, AL 35242.

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
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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 DECEMBER 2, 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:

VALLEYDALE SHOPPING CENTER LLC

By: Patricia Domit Mitchell (Seal)
Patricia Domit Mitchell, Manager of Valleydale
Shopping Center LLC

LENDER:

BRYANT BANK

X Clint Calvert (Seal)
Clint Calvert, 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

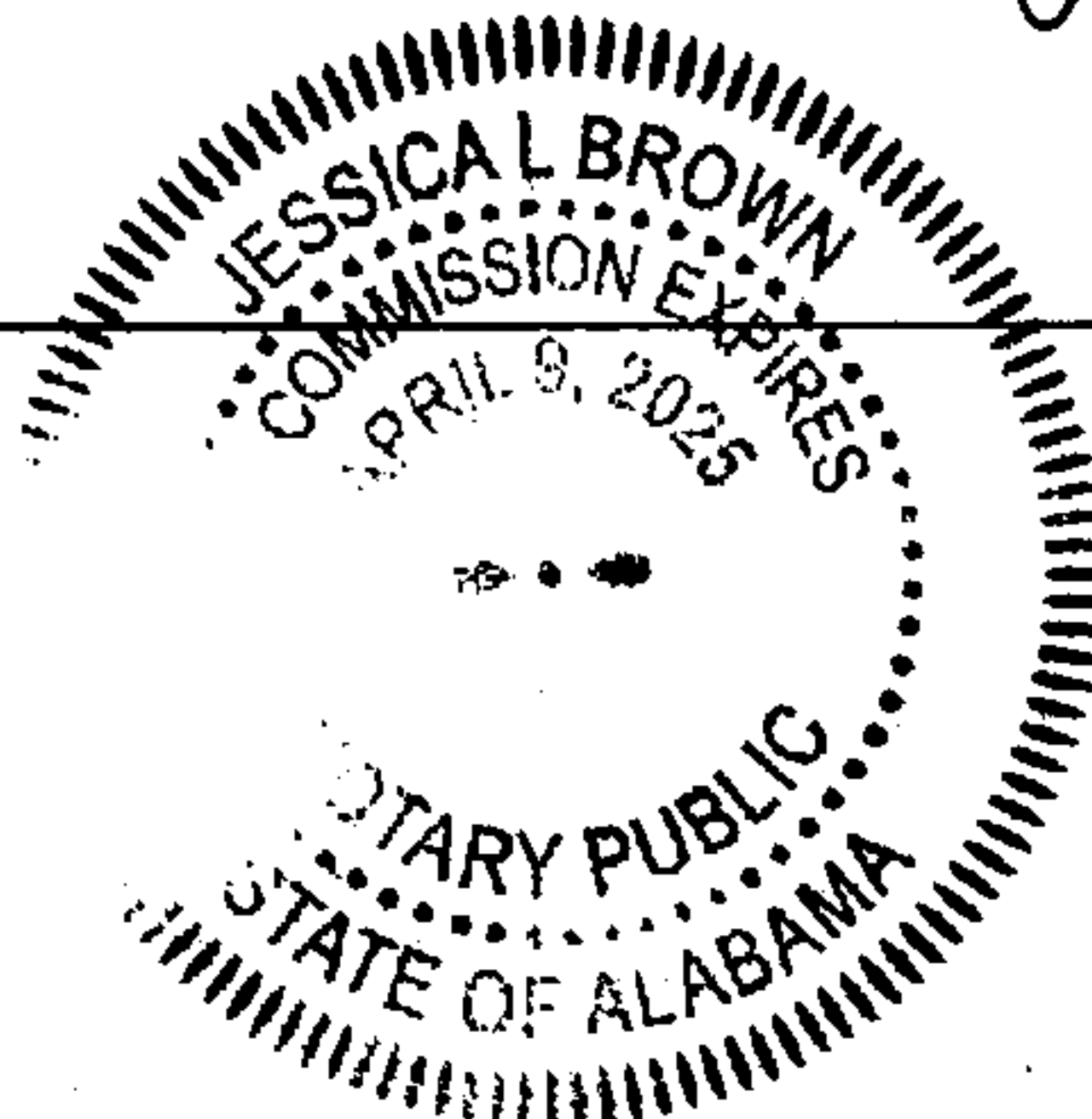
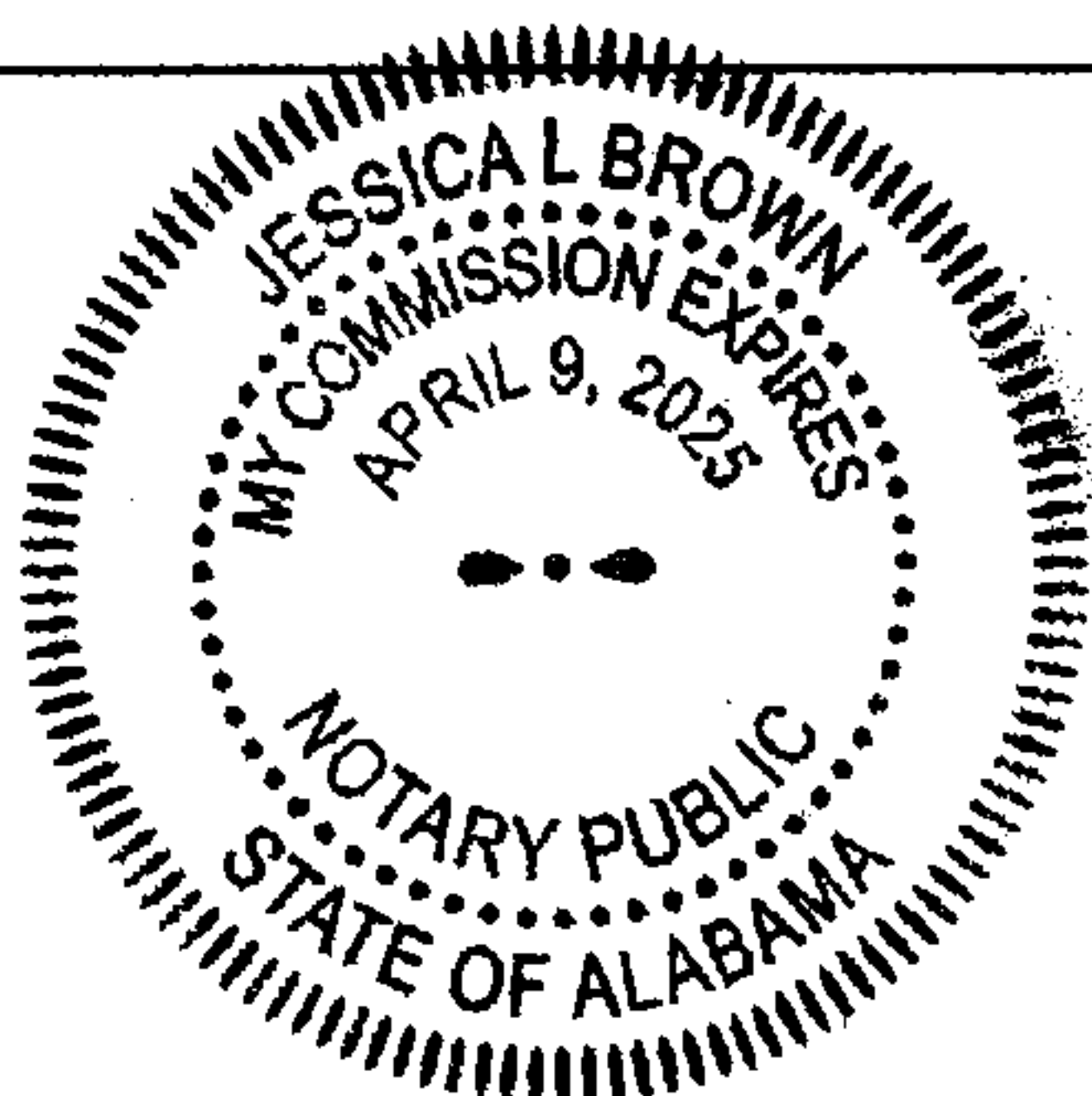
STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Patricia Domit Mitchell, Manager of Valleydale Shopping Center 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 2nd day of December, 2021.

Jessica L. Brown
Notary Public

My commission expires 4-9-2025



MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

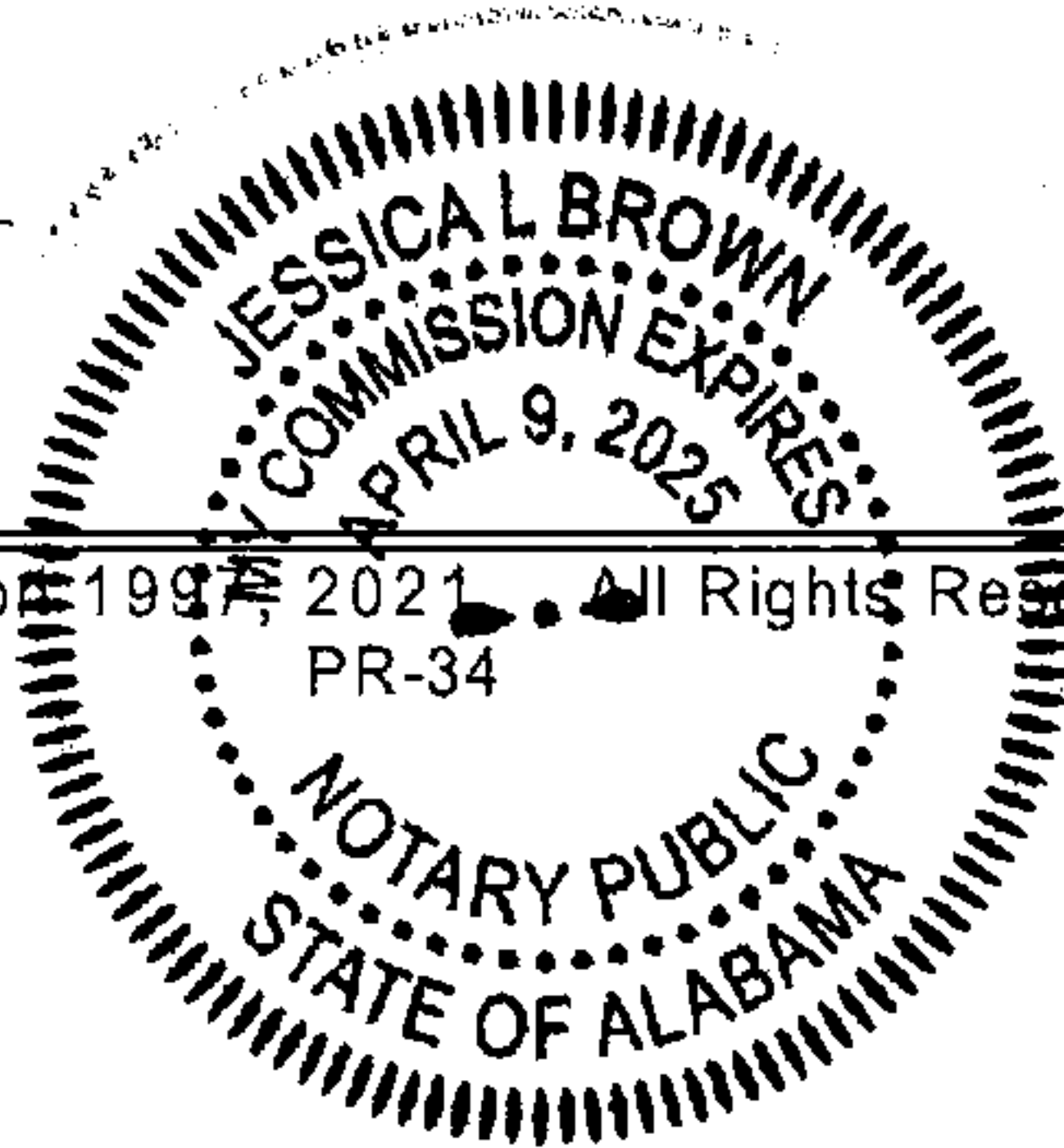
STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **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.

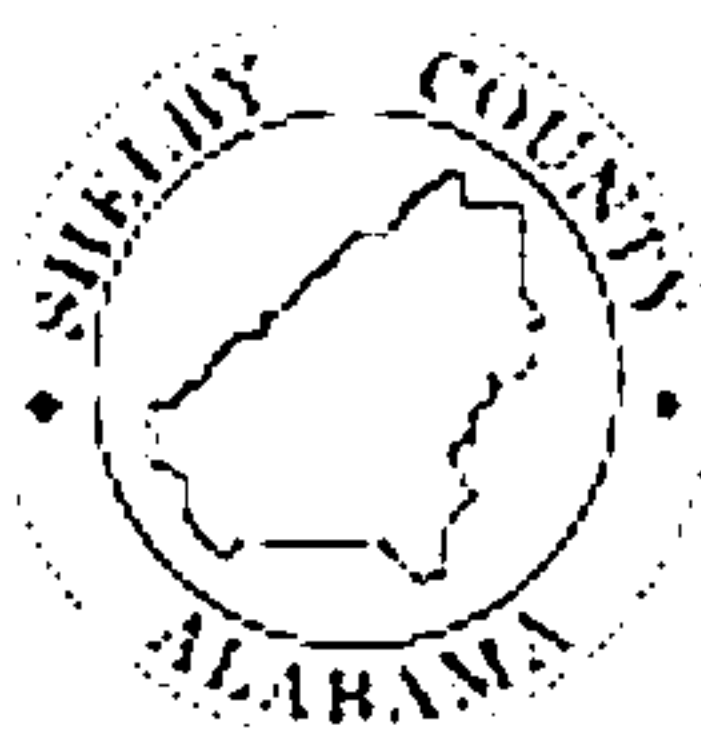
Given under my hand and official seal this 22 day of December, 2021.

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
12/03/2021 09:15:05 AM
\$29.00 BRITTANI
20211203000577410

Allie S. Boyd