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12/30/2021 08:15:09 AM
MORTAMEN 1/2

THIS INSTRUMENT PREPARED BY:

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NOTE TO RECORDING OFFICE: (1) This is an amendment to that certain Commercial Mortgage recorded in Instrument Number 20210628000312100 in the Office of the Judge of Probate of Shelby County, Alabama; and (2) this amendment increases the principal amount of indebtedness secured by the mortgage from \$500,000.00 to \$648,000.00.

AMENDMENT TO COMMERCIAL MORTGAGE

STATE OF ALABAMA)

SHELBY COUNTY)

THIS AMENDMENT TO COMMERCIAL MORTGAGE ("Amendment to Mortgage") is made this 22 day of December, 2021, by and between **SCOTCH HOMES & LAND DEVELOPMENT GROUP, INC.** ("Mortgagor") and **PROGRESS BANK & TRUST** ("Mortgagee"), as follows:

RECITALS:

A. On or about May 21, 2021, Mortgagee made a Loan to Mortgagor as evidenced by a commercial promissory note (the "Note") in the original principal amount of \$500,000.00 (the "Loan").

B. The Note is secured by a Commercial Mortgage executed by Mortgagor to Mortgagee and recorded in Instrument Number 20210628000312100 in the Office of the Judge of Probate of Shelby County (the "Mortgage").

C. Mortgagor has requested to increase principal amount of the Loan.

D. Mortgagee has agreed to increase the principal amount of the Loan conditioned on Mortgagor executing this Amendment to Mortgage.

E. The increased principal amount of the Loan, \$648,000.00, is evidenced by an Amendment to Commercial Promissory Note executed by Mortgagor in favor of Mortgagee of even date herewith.

F. Mortgagor has agreed to execute this Amendment to Mortgage to increase the principal amount of indebtedness secured by the Mortgage.

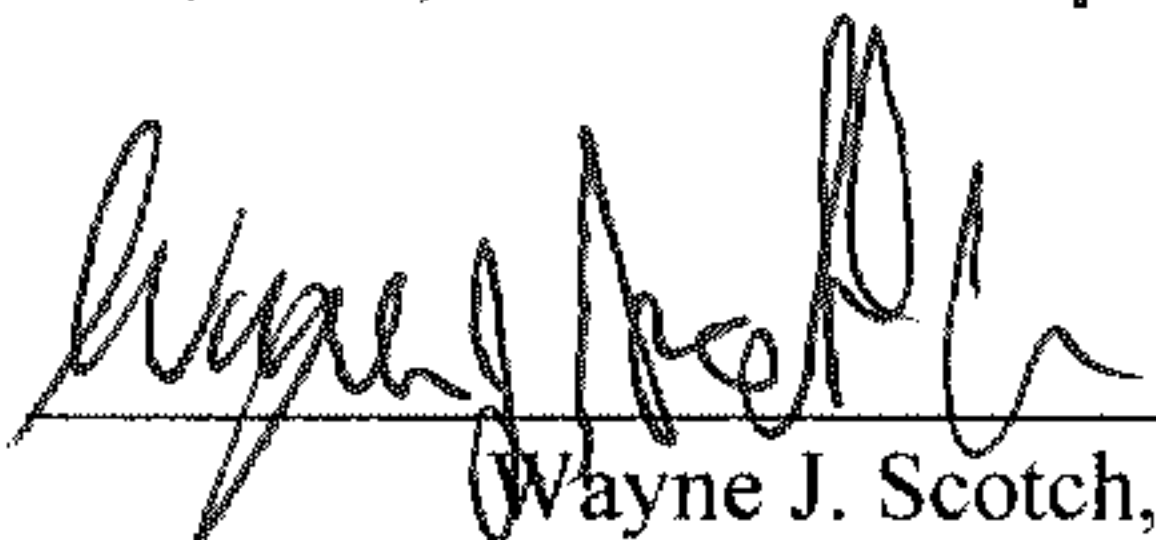
NOW, THEREFORE, in consideration of the recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. **Modification of Principal Amount Secured.** The principal amount of indebtedness secured by the Mortgage is hereby increased from \$500,000.00 to \$648,000.00.
2. Mortgagor and Mortgagee hereby expressly incorporate and adopt by reference the terms and conditions of the Mortgage as if set out in full herein.
3. All of the terms, covenants and conditions contained in the Mortgage shall remain in full force and effect and are hereby ratified and affirmed and the liens created by the Mortgage shall not be affected or impaired by this Amendment to Mortgage.

IN WITNESS WHEREOF, Mortgagor has caused this Amendment to Mortgage to be executed by its duly authorized representative on the day and year first above written.

MORTGAGOR

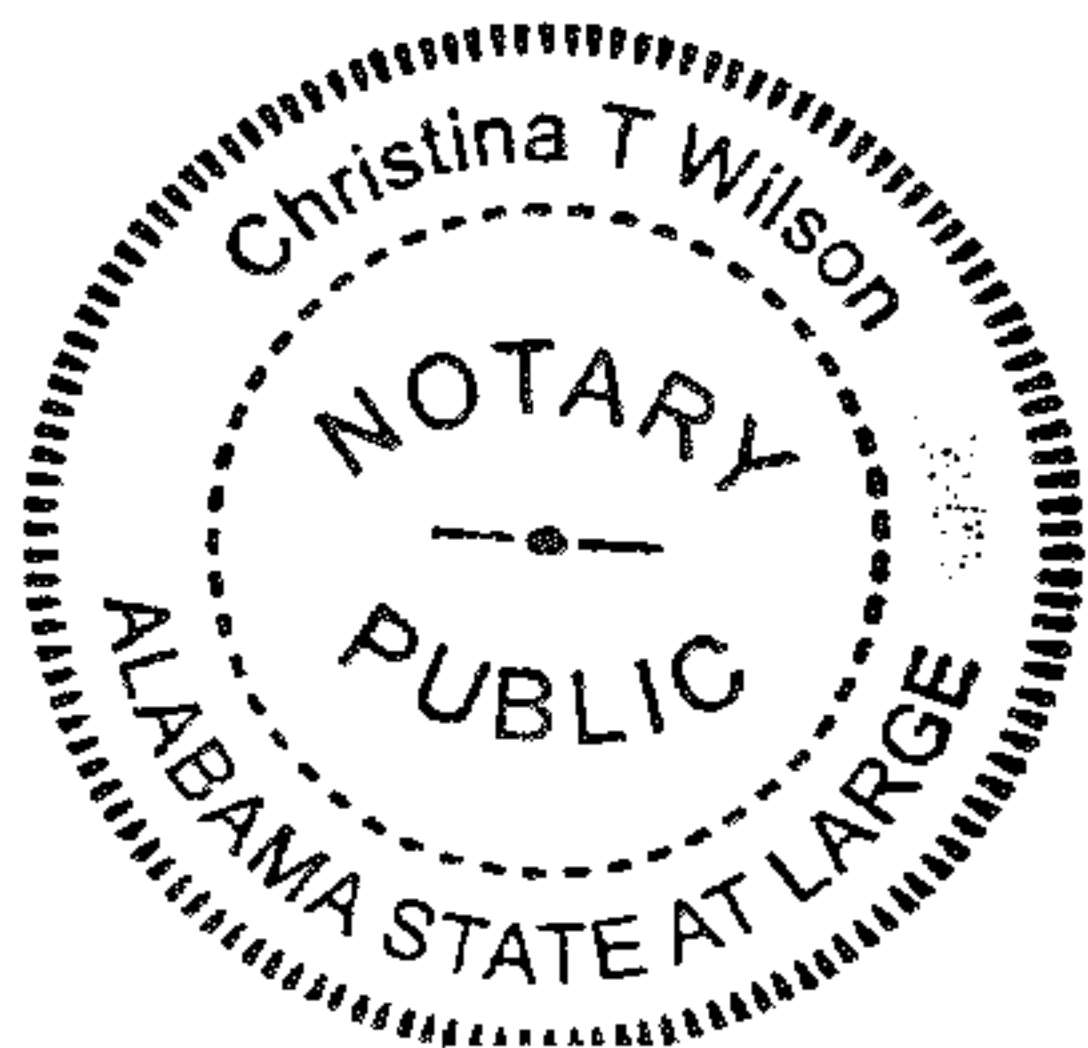
**SCOTCH HOMES & LAND DEVELOPMENT
GROUP, INC., an Alabama corporation**

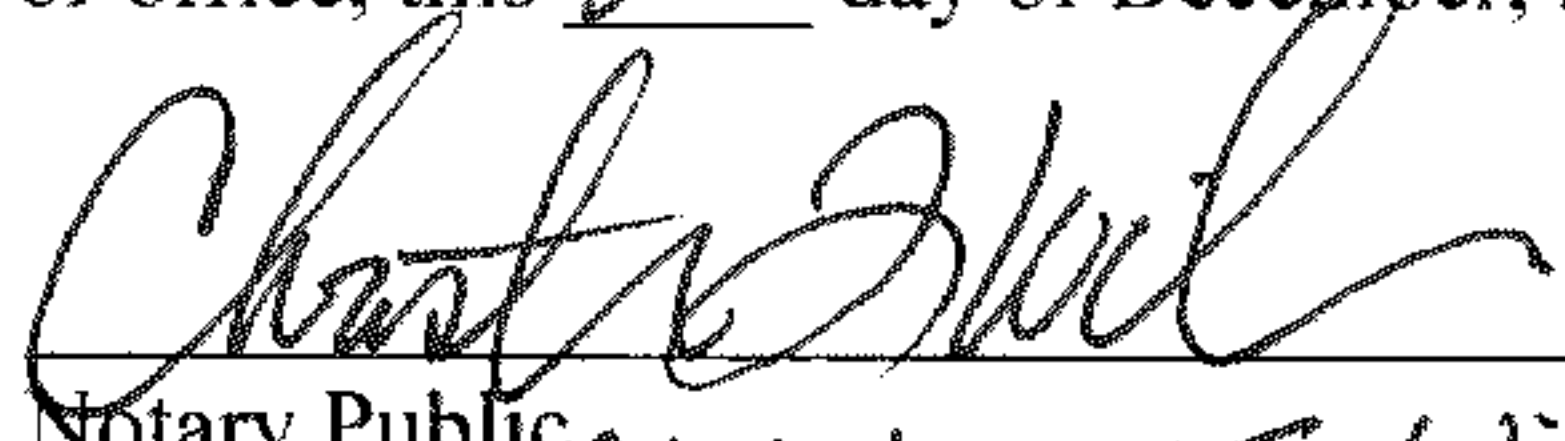
By: 
Wayne J. Scotch,
President

STATE OF ALABAMA)
 :
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Wayne J. Scotch**, whose name as President of **Scotch Homes & Land Development Group, Inc.**, an Alabama corporation, 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 said instrument, he, as such President of **Scotch Homes & Land Development Group, Inc.**, and with full authority, executed the same voluntarily for and as the act of said corporation.

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




Notary Public
Print Name: Christina T. Wilson
My Commission Expires: _____

**My Commission
Expires April 23, 2023**

**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/30/2021 08:15:09 AM
\$247.00 JOANN
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Allen S. Bayl