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This instrument was prepared by The Law Offices of B. Christopher Battles, LLC
3150 Highway 52 West, Pelham, AL 35124

MORTGAGE MODIFICATION AND AMENDMENT

This Mortgage Modification and Amendment (the "Amendment") is entered into as of December 20, 2021.

DONOVAN BUILDERS, LLC ("Borrower") has made and delivered to **BANCORPSOUTH BANK** ("Lender"), a Real Estate Mortgage as the same may be extended, renewed, amended or modified (as so extended, renewed, modified or amended, the "Mortgage") dated **August 25, 2016**, as recorded in **Instrument No. 20160915000336450**, in the Probate Office of Shelby County, Alabama, in order to secure a Promissory Note from Borrower as the same may be extended, renewed, amended or modified (as so extended, renewed, modified or amended, the "Note") evidencing a loan in the principal amount of Five Hundred Forty Thousand and 00/100 Dollars (\$540,000.00), outstanding from time to time, interest thereon and certain other indebtedness and obligations of the Borrower from time to time owing to Lender. Capitalized terms used herein and not defined have the meanings set forth in the Mortgage.

Borrower and Lender mutually desire to amend the above-described mortgage in order to extend the maturity date.

NOW, THEREFORE, in consideration of the above provisions, and in further consideration of the mutual covenants contained in the Amendment, the parties agree as follows:

- 1. Modification and Amendment to Mortgage:**
The Mortgage is hereby modified and amended to extend the Maturity Date from August 25, 2021 until **DECEMBER 19, 2031**
- 2. Continued Effectiveness of Documents:**
In all other respects, the Mortgage shall remain unchanged and in full force and effect, and Borrower affirms that it has no offsets or defenses to its obligations pursuant to the Mortgage or other documents executed in connection therewith.
- 3. Document Taxes and Other Charges:**
In the event any taxing authority shall require any additional mortgage recording tax or filing fees or impose any interest or penalties incident to this Amendment, Borrower will promptly pay the same. Borrower also agrees to pay any title insurance premium or charges to amend the mortgage.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

BORROWER:

Donovan Builders, LLC


BY: Jack A. Donovan, Sr., Member


BY: Michelle L. Donovan, Member

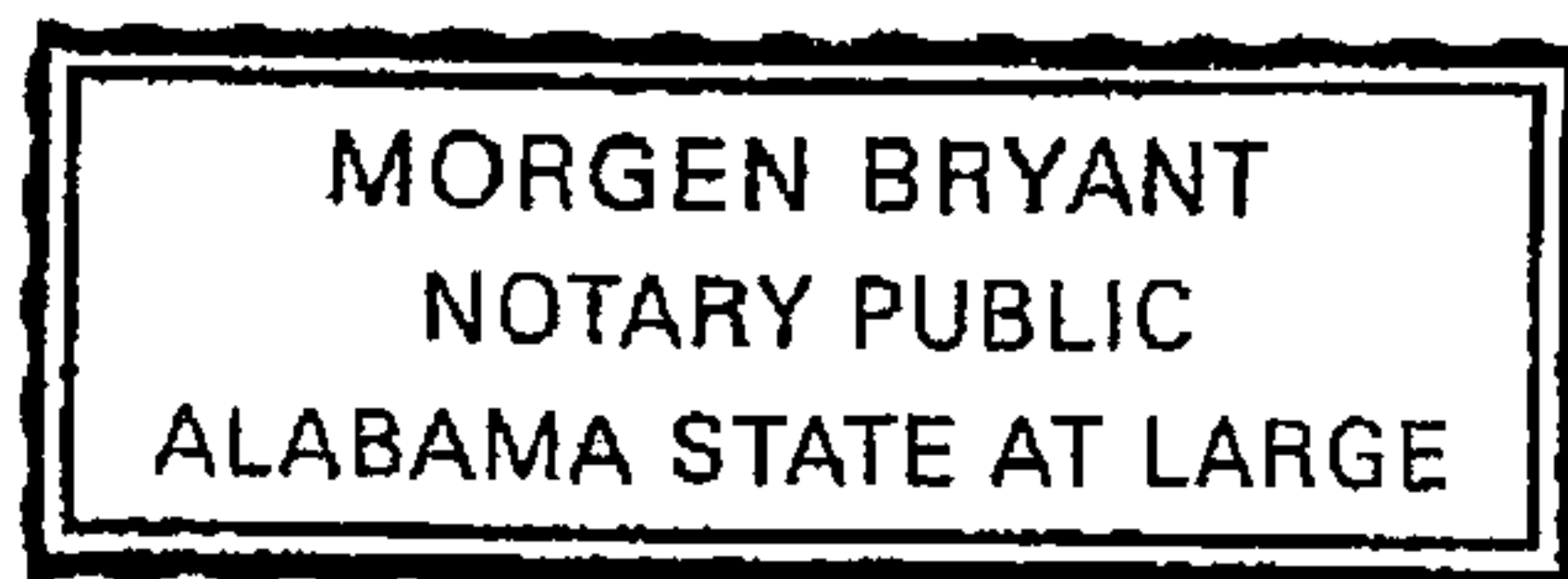
ACKNOWLEDGEMENT:

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JACK A. DONOVAN, SR. and MICHELLE L. DONOVAN**, whose name as **Members of DONOVAN BUILDERS, LLC**, are signed to the foregoing conveyance, and who are known to me acknowledged before me on this date, that being informed of the contents of this conveyance they as such members and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 20th day of December, 2021.

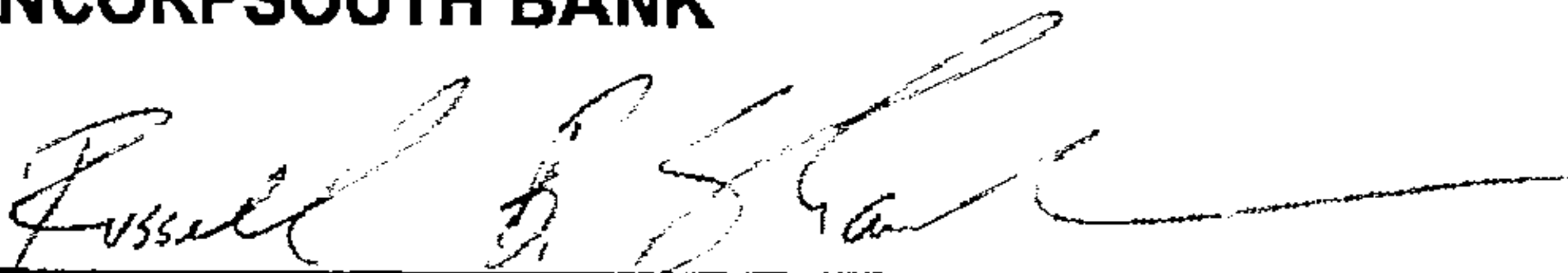



NOTARY PUBLIC
My Commission Expires: 7/2/25

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THE UNDERSIGNED HEREBY CONSENTS AND APPROVES THIS AMENDMENT.

**LENDER:
BANCORPSOUTH BANK**


BY: Russell Shanahan
ITS: VP COMMERCIAL REAL ESTATE

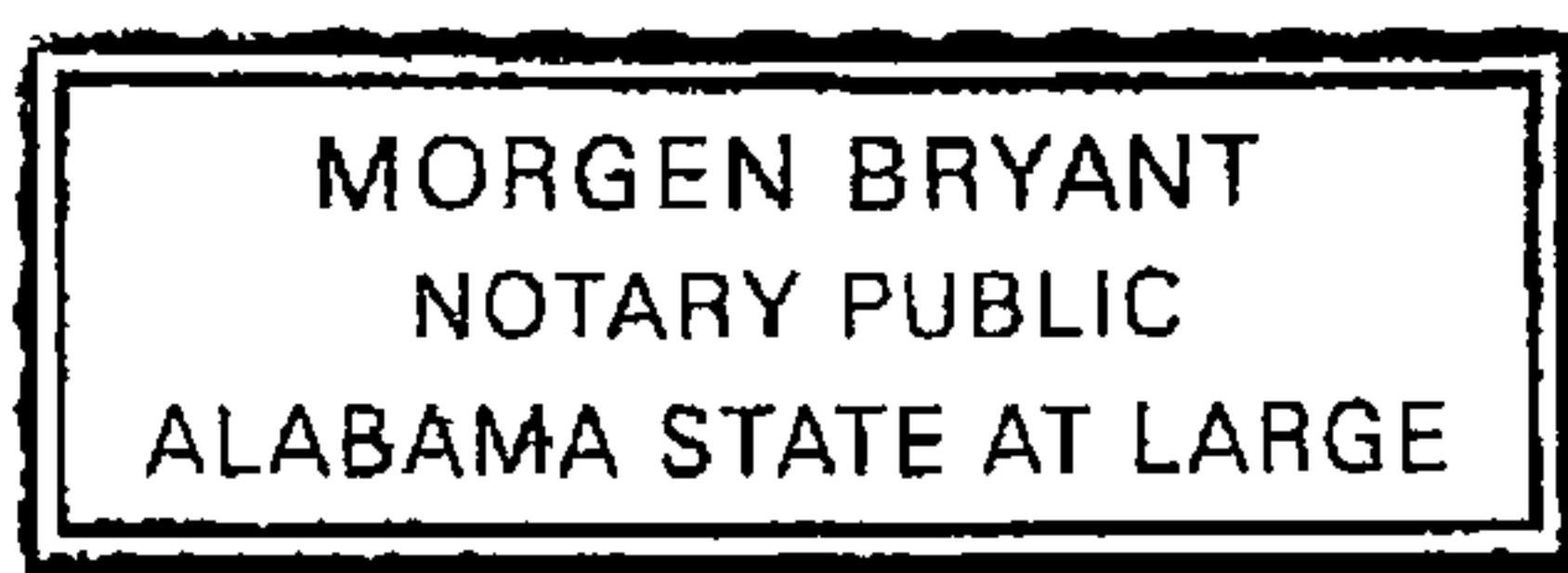
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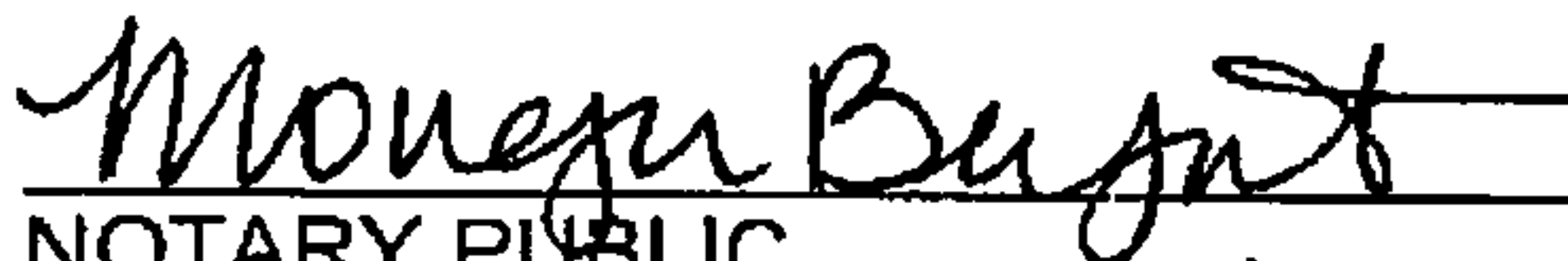
STATE OF ALABAMA

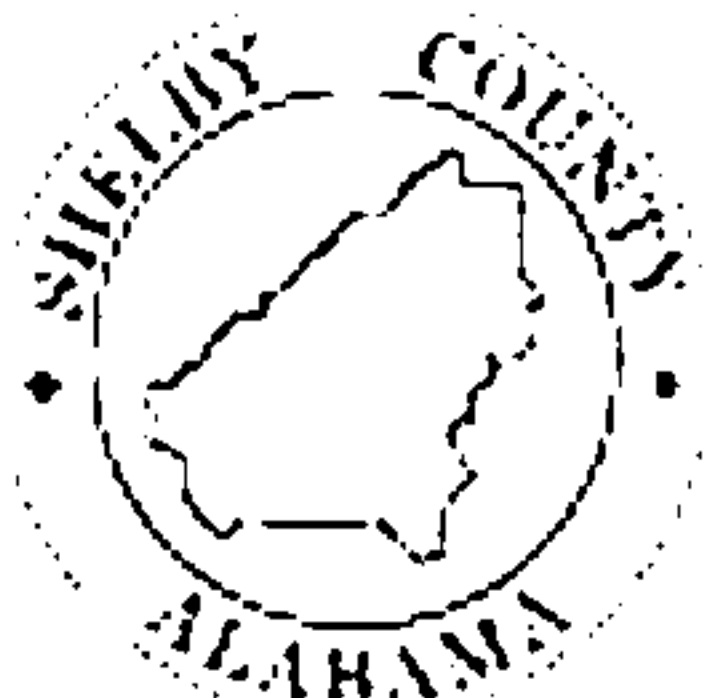
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **RUSSELL SHANAHAN**, whose name as VP Commercial Real Estate of **BANCORPSOUTH BANK**, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this date, that being informed of the contents of this conveyance he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 20th day of December, 2021.




NOTARY PUBLIC
My Commission Expires: 7/2/25



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/25/2022 11:31:31 AM
\$838.00 BRITTANI
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