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Upon recordation, return to:

Lorrie Maples Parker, Esquire  
The Parker Law Firm, LLC  
500 Office Park Drive Suite 100  
Birmingham, Alabama 35223

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## **Mortgage Modification Agreement**

Date: April 21, 2022

CROSS INDEX: That certain Mortgage dated July 7, 2005 from James T. Shirley and Holly G. Hart Shirley, husband and wife, to Jefferson County, Alabama, in the original principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), filed of record on August 11, 2005 at Instrument Number 20050811000412860 in the Probate Office of Shelby County, Alabama.

## MORTGAGE MODIFICATION AGREEMENT

**THIS MORTGAGE MODIFICATION AGREEMENT** (this "Agreement") is made and entered into as of the 21st day of April, 2022, by and among James T. Shirley and Holly G. Hart Shirley, having an address of 107 Meadow Croft Circle, Birmingham, Alabama 35242 (collectively, the "Mortgagor"), in favor of Jefferson County, Alabama, a political subdivision of the State of Alabama, having an address of 716 Richard Arrington Jr. Blvd. North Suite A-430, Birmingham, Alabama 35203 ("Lender").

### Recitals

A. SOHO Interiors, a sole proprietorship owned by James T. Shirley and Holly H. Shirley, (the "Borrower") is justly and lawfully indebted to Lender by virtue of a Promissory Note dated July 7, 2005, in the original principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the "Loan") executed by Mortgagor in favor of Lender (hereinafter referred to as the "Note"). The Loan is secured by, among other things, that certain Mortgage dated July 7, 2005, from Mortgagor to Lender in the original principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), filed of record on August 11, 2005, at Instrument Number 20050811000412860 in the Probate Office of Shelby County, Alabama (the "Mortgage") which granted and conveyed to Lender a security interest in and to that certain real property described in the Mortgage (the "Property"). The Loan is guaranteed by that certain Guaranty Agreement executed by SOHO Interiors, a sole proprietorship, James T. Shirley, an individual, and Holly G. Hart Shirley, an individual, (collectively, the "Guarantors") in favor of the Lender. The Note, Mortgage, and Guaranty referenced above, together with a Loan Agreement, Security Agreement, and other related documents are hereinafter referred to as the "Loan Documents".

B. As of the date hereof, and immediately prior to the consummation of the transactions described herein, Mortgagor continues to be the owner of the real property and improvements thereon described in and encumbered by the Mortgage and the other Loan Documents.

### Statement of Agreement

In consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

#### 1. Modifications of the Mortgage.

(a) The Mortgage is hereby modified such that any addresses for Lender and Mortgagor, together with the addresses for the mailing of copies of any notices provided to such parties thereunder, are hereby modified to be as follows:

If to Mortgagor:	James T. Shirley
	Holly G. Hart Shirley
	107 Meadow Croft Circle
	Birmingham, Alabama 35242

If to Lender: Jefferson County, Alabama  
c/o Office of Human-Community Services & Economic Development  
716 Richard Arrington Jr. Blvd. N Suite A-430  
Birmingham, Alabama 35203

or to any other person or address as such party may designate as its address for the receipt of notices hereunder in a written notice duly given to the other parties.

(b) the maturity date shall be extended to June 1, 2052.

Except as modified herein, the terms and provisions of the Mortgage and all other Loan Documents as herein amended, shall continue in full force and effect except as specifically modified hereby, and that such terms and provisions, as so modified, are hereby ratified and confirmed.

2. Conditions. This Agreement shall be of no force and effect until each of the following conditions has been met to the reasonable satisfaction of Lender:

(a) Fees and Expenses. Mortgagor shall all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, filing fees, transfer fees, title insurance policy or endorsement premiums or other charges of Title Company and fees and expenses of legal counsel.

(b) Satisfaction of all requirements under that certain Loan Modification Agreement executed on the 21st day of April, 2022 by and between Borrower and Lender, subject to the approval of Lender and Lender's counsel, in their sole discretion.

3. Default.

(a) Breach. Any breach of Mortgagor of any of the representations, warranties and covenants of this Agreement shall constitute a default under this Agreement, the Mortgage, and all other Loan Documents.

(b) Failure to Comply. Mortgagor's failure to fulfill any one of the covenants, conditions and agreements set forth in this Agreement shall constitute a default under this Agreement, the Mortgage, and all other Loan Documents.

4. Incorporation of Recitals. Each of the Recitals set forth above in this Agreement are incorporated herein and made a part hereof

5. Property Remains as Security for Lender. All of the Property as described and defined in the Mortgage, as amended, shall remain in all respects subject to the lien, charge or encumbrance of the Mortgage, and, except as expressly set forth herein, nothing herein contained and nothing done pursuant hereto shall affect or be construed to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note, the Mortgage, or any of the Loan Documents, nor shall anything herein contained or done in pursuance hereof affect or be construed to affect any other



security for the Note, if any, held by Lender.

6. No Waiver by Lender. Except as expressly set forth in Section 1 above and otherwise subject to the terms thereof and this Modification, in the event Borrower should commit any act(s) or suffer any event of default after the date of this Modification, Lender shall have the right to exercise any and all of the rights and remedies available to it under the Loan Documents or by applicable law, and neither the execution hereof, nor anything contained herein, shall constitute or be deemed to constitute any waiver, release, abrogation or impairment of any kind of any of Lender's rights under the Loan Documents or otherwise available to it at law or in equity, or any right of Lender to insist on strict compliance by Borrower with each and every term and condition hereof and of the Loan Documents, all of which rights are hereby expressly reserved. Further, neither the execution hereof nor anything herein contained, shall constitute or be deemed to constitute any waiver, novation, release, or discharge, in whole or in part, of any of the Loan Documents or any of the obligations of Borrower or Guarantor under the Loan Documents.

7. References. From and after the date hereof, references in any of the Loan Documents to any of the other Loan Documents will be deemed to be references to such of the Loan Documents, as modified by this Agreement.

8. Relationship with Loan Documents. To the extent that this Agreement is inconsistent with the Loan Documents, this Agreement will control and the Loan Documents will be deemed to be amended hereby. Except as amended hereby, the Loan Documents shall remain unchanged and in full force and effect.

9. Captions. The headings to the Sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

10. Partial Invalidity. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised apart of this Agreement.

11. Entire Agreement. This Agreement and the documents contemplated to be executed herewith constitutes the entire agreement among the parties hereto with respect to the modification of the Loan and shall not be amended unless such amendment is in writing and executed by each of the parties. The Agreement supersedes all prior negotiations regarding the subject matter hereof.

12. Binding Effect. This Agreement and the documents contemplated to be executed in connection herewith shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which will be an original, but any of which, taken together, will constitute one and the same Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

15. Further Assurances. The parties hereto agree that upon the reasonable request of the other party to this Modification, each such party will execute and deliver to the requesting party such other additional instruments and documents, or perform or cause to be performed such other and further acts and things, as may be reasonably necessary to more fully consummate the transactions as set forth in this Modification provided, however, that performance by either party under this paragraph shall not create any new liability or obligation on the performing party whatsoever.

16. No Joint Venture. Lender and the Mortgagor agree that the relationship between them shall be solely that of creditor and debtor. Nothing contained herein, in the Mortgage, or in any of the other Loan Documents shall be deemed or construed to create a partnership, tenancy-in-common, joint tenancy, joint venture or co-ownership by or between Lender and Mortgagor. Lender shall not in any way be responsible for the debts, losses or obligations of Mortgagor with respect to the Property or otherwise. All obligations to pay property taxes, assessments, insurance premiums, and all other fees and charges arising from the ownership, operation or occupancy of the Property and to perform all other agreements and contracts relating to the Property shall be the sole responsibility of Mortgagor. Mortgagor, at all times consistent with the terms hereof, the Mortgage, and of the other Loan Documents, shall be free to determine and follow its own policies and practices in the operation of the Property. Mortgagor hereby agrees to, and does hereby, indemnify and hold Lender harmless from and against any and all liabilities, losses, injuries, cost, expenses and damages, including, without limitation, reasonable attorneys' fees and litigation costs, which it may suffer or incur as a result hereof and of and from any and all claims or demands whatsoever which may be instituted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any lease, agreement or contract relating to the Property to which Lender is not a direct and express party. Should Lender incur as a result of Mortgagor's actions any such liability under any such lease, agreement or contract, or under or by virtue hereof or of the other Loan Documents, or in the defense of any claims or demands related thereto, the amount thereof, including costs, expenses and reasonable attorneys' fees shall constitute a part of the indebtedness evidenced by the Note and secured by the Mortgage and shall be payable to Lender on demand, together with interest at the default rate from the date incurred.

17. Ratification of Loan Documents. Mortgagor hereby further ratifies and acknowledges the continuing validity and enforceability of the Mortgage, as modified hereby, and the obligations and liens evidenced thereby.

18. No Novation. Except as expressly provided in this Modification, all terms, covenants, conditions and provisions of the Mortgage shall be and remain in full force and effect. Without limiting the generality of the foregoing, all references in the Loan Documents to the Mortgage shall be deemed to refer to the Mortgage as amended hereby. In no manner shall this Modification impair the Mortgage or the other Loan Documents, the obligations, liabilities, liens or security interests represented thereby, nor shall such lien or liens or security interests be in any manner waived or impaired or diminished. THIS MODIFICATION SHALL NOT WORK A NOVATION OF THE INDEBTEDNESS SECURED BY THE MORTGAGE. Nothing contained herein shall be deemed to broaden or narrow the scope of the personal liability of the Mortgagor.

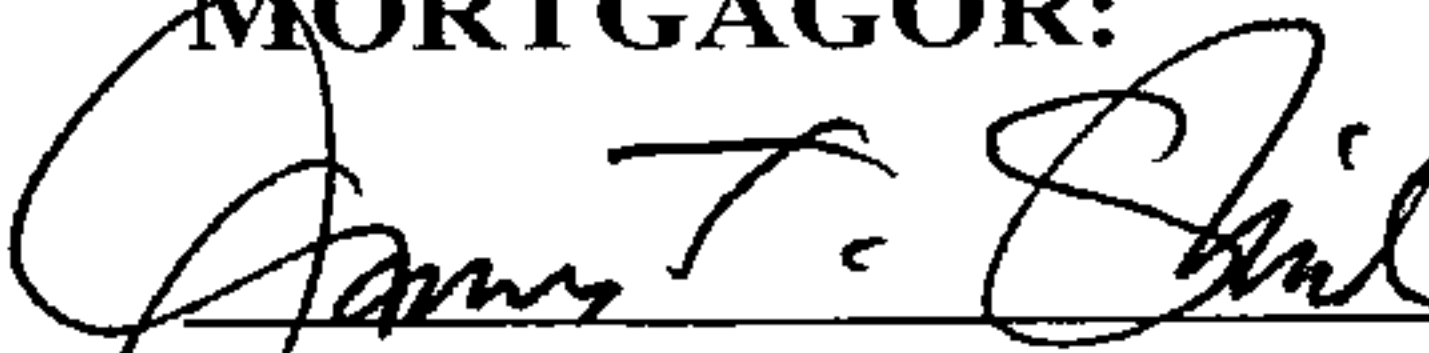
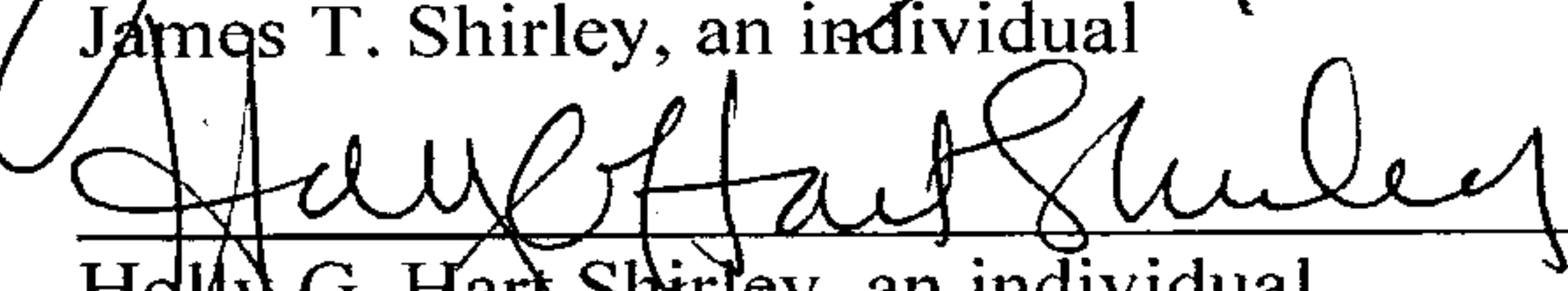
19. Confirmation of No Changes to Status or Authority. The undersigned hereby confirms that it has full power and authority to sign this instrument; and that the Mortgagor is not a party to an agreement which would limit or prevent the Mortgagor from executing this document as the valid and binding act and obligation of Mortgagor.

20. Effective Date. This Agreement shall be effective as of the date of its execution by the parties hereto and thereupon is incorporated into the terms of the Loan Documents.



**IN WITNESS WHEREOF**, and intending to be legally bound, the parties hereto have executed this Agreement to be effective as of the date first aforesaid.

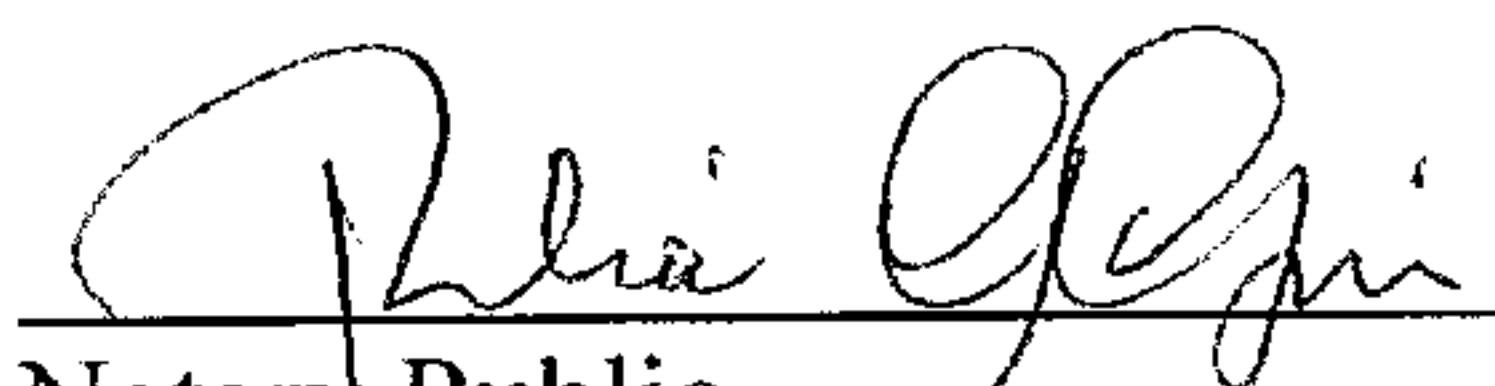
**MORTGAGOR:**

  
James T. Shirley, an individual  
  
Holly G. Hart Shirley, an individual

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James T. Shirley, whose name 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 same, he executed the same voluntarily on the day the same bears date.

Given under my hand this 28<sup>th</sup> day of March, 2022.

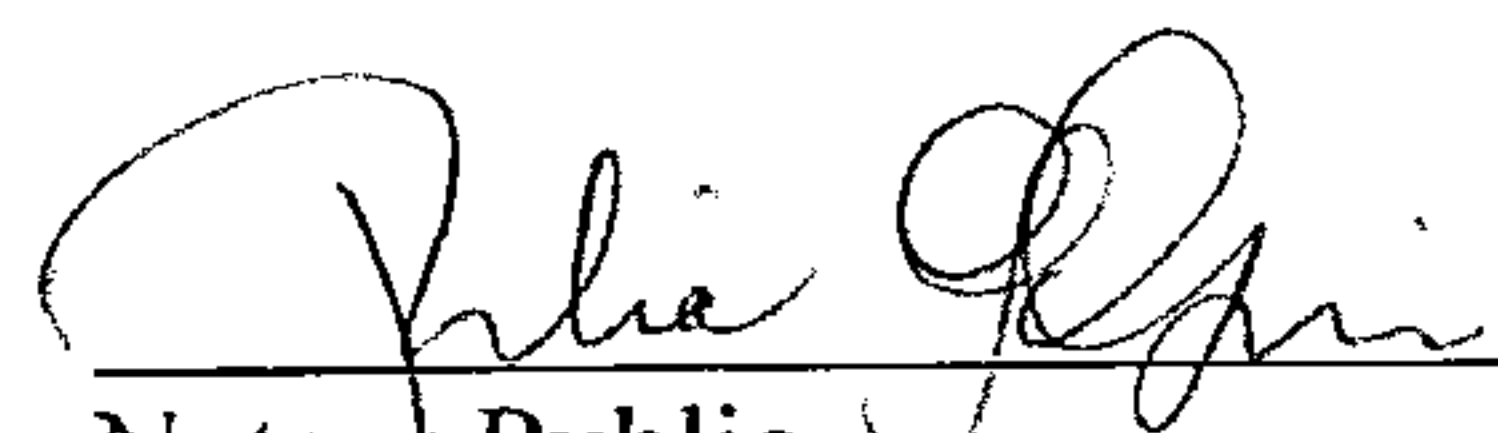
  
Notary Public  
My commission expires: 4/9/2025

[Notarial Seal]

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Holly G. Hart Shirley, whose name 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 same, she executed the same voluntarily on the day the same bears date.


Given under my hand this 28<sup>th</sup> day of March, 2022.

  
Notary Public  
My commission expires: 4/9/2025

[Notarial Seal]

**LENDER:**

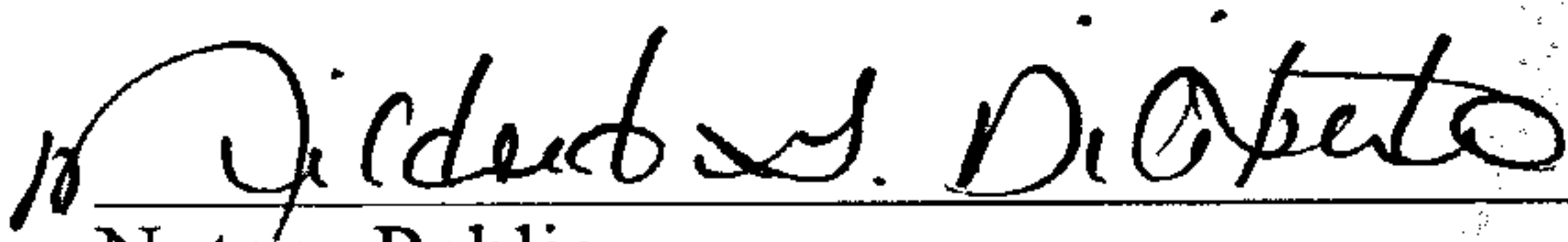
**Jefferson County, Alabama, a political subdivision of the State  
of Alabama**

  
By: James A. Stephens  
Its: President of Jefferson County Commission

**STATE OF ALABAMA  
COUNTY OF JEFFERSON**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James M. Stephens, whose name as the President of Jefferson County Commission, 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 instrument, he, as such President of Jefferson County Commission and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand this 21<sup>st</sup> day of April, 2022.

  
Notary Public  
My Commission Expires:



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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