

20220706000268630
07/06/2022 03:56:43 PM
MORTAMEN 1/7

WHEN RECORDED MAIL TO:

**FIDELITY NATIONAL TITLE CO – NCS DIV
ONE EAST WASHINGTON STREET, SUITE 450
PHOENIX, AZ 85004
ATTN: JERRY STAECKELER
(602)343-7550**

**MASTER FILE#Z2241965
ESCROW NO.: Z2241973**

**DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED
DOCUMENT.**

DOCUMENT TO BE RECORDED:

Modification of Commercial Mortgage

Prepared by and After Recording Return To:

Jerry Staeckeler
Commercial Escrow Officer
Fidelity National Title Insurance Company
1 E. Washington Street, Suite 450
Phoenix, Arizona 85004

Clerk: For mortgage tax purposes, the mortgage secures an indebtedness in the amount of \$1,700,000.00 against the property located at 4640 Highway 31, Calera, Alabama.

MODIFICATION OF COMMERCIAL MORTGAGE

THIS MODIFICATION OF COMMERCIAL MORTGAGE (this "**Agreement**") is made as of June 30, 2022, by and between SAVS07, LLC, a Georgia limited liability company (hereinafter called "**Pledgor**"), and TRUIST BANK (hereinafter called "**Lender**").

RECITALS:

- A. Pledgor is the owner of certain real property and all improvements thereon located in Calera, Alabama, and commonly known as 4640 Highway 31 (the "**Property**"), as more particularly described in the Security Instrument referenced in recital C below.
- B. Lender is the current holder of a certain loan (the "**Loan**"), from Lender to Hurty Properties, LLC ("**Borrower**") evidenced by a Promissory Note dated July 1, 2017 from Borrower to Lender in the original principal amount of \$12,500,000.00 (the "**Original Note**").
- C. The Original Note was secured by a pledge of the Property pursuant to the terms of that certain Commercial Mortgage made by Pledgor in favor of Lender dated as of February 19, 2021, and recorded on March 1, 2021, in the Official Public Records, Judge of Probate, Shelby County, Alabama (the "**Land Records**"), in Document Number 20210301000100350 (the "**Security Instrument**").
- D. Borrower requested, and Lender consented to, the extension of the maturity date of the Original Note, the modification of the interest rate and an adjustment of the repayment terms of the Original Note pursuant to the terms of the certain Note Modification Agreement dated as of June 30, 2022, between Borrower and Lender, which agreement reduced the outstanding amount of the Loan to \$10,288,023.68 (the "**Note Modification**").
- E. Pledgor and Lender desire to modify the Security Instrument as provided herein to reflect the changes to the Original Note described in the Note Modification.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amendment of Security Instrument.** Section 1(a) of the Security Instrument is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

Modification of Mortgage

- a. this Mortgage and the following promissory notes and other agreements:

Principal Amount/Credit Line	Funding Agreement Date	Maturity Date
\$12,933,292.00 of which \$10,288,023.68 is currently outstanding	July 1, 2017, as modified June 30, 2022	May 30, 2032

2. **No Other Modifications.** Except as expressly modified hereby, all other terms and conditions of the Security Instrument shall remain unchanged except and to the extent that the terms of this Agreement are necessarily inconsistent with them.

3. **Ratification.** The Security Instrument, as modified herein, is hereby ratified and confirmed in all respects by Pledgor and the inclusion of the Modification as an obligation secured by the Security Instrument shall not be deemed to impair any of the loan documents executed in connection with the Security Instrument in any respect. This Agreement shall not be construed to amend the Security Instrument except as they have been expressly modified herein.

4. **Further Assurances.** Pledgor agrees to execute and deliver to Lender such other and further documents as may, from time to time, be reasonably requested by Lender in order to execute or enforce the terms and conditions of this Agreement or the Security Instrument.

5. **No Novation; No Refinance.** It is the intent of Pledgor and of Lender that nothing contained in this Agreement shall be deemed to effect or accomplish or otherwise constitute a novation of any of the obligations owed by Pledgor to Lender. Nothing contained herein shall be deemed to extinguish, terminate or impair any of the duties or obligations owed by Pledgor to Lender with respect to the Security Instrument.

6. **RELEASE. IN ORDER TO INDUCE LENDER TO ENTER INTO THIS AGREEMENT, PLEDGOR FOREVER RELEASES AND DISCHARGES LENDER AND LENDER'S OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS AND DAMAGES (INCLUDING CLAIMS FOR ATTORNEYS' FEES AND COSTS) WHICH RELATE TO THE CHANGES EVIDENCED BY THIS AGREEMENT THAT AROSE PRIOR TO THE DATE OF THIS AGREEMENT FOR ANY MATTER, INCLUDING WITHOUT LIMITATION ANY CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO THE LOAN, THE SECURITY INSTRUMENT, THE COLLATERAL FOR THE LOAN, WHETHER KNOWN OR UNKNOWN, INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS BASED UPON OR RELYING ON ANY ALLEGATIONS OR ASSERTIONS OF DURESS, ILLEGALITY, UNCONSCIONABILITY, BAD FAITH, BREACH OF CONTRACT, REGULATORY VIOLATIONS, NEGLIGENCE, MISCONDUCT, OR ANY OTHER TORT, CONTRACT OR REGULATORY CLAIM OF ANY KIND OR NATURE. THIS RELEASE IS INTENDED TO BE FINAL AND IRREVOCABLE AND IS NOT SUBJECT TO THE SATISFACTION OF ANY CONDITIONS OF ANY KIND.**

Remainder of page intentionally left blank.

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

PLEDGOR:

SAVS07, LLC

By: HURTY PROPERTIES, LLC

By: [Signature] (SEAL)
Name/Title: Hurley S. Cook, III, Chief Executive Officer

Signed, sealed and delivered by Borrower in the presence of the following witnesses:

[Signature] (SEAL)
Printed Name: Jennifer Bondulich

[Signature] (SEAL)
Printed Name: Yesenia Bueno

State of New York)
County of New York) ss.

On June 8, 2022, before me, Kathryn Lecusay, Notary Public, personally appeared Hurley S. Cook, III, in his capacity as the Chief Executive Officer of Hurty Properties, LLC, a Georgia limited liability company, the sole member of PLEDGOR, a Georgia limited liability company,

☐ personally known to me - OR -

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Kathryn Lecusay

Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

LENDER:

TRUIST BANK

By: [Signature]
Title: SUP

Signed, sealed and delivered by Lender in the presence of the following witnesses:

[Signature] (SEAL)
Printed Name: Thomas S Cullen

[Signature] (SEAL)
Printed Name: Bria Gentile

State of Georgia)
County of Chatham) ss.

On June 10, 2022, before me, CARA A GARLAND, Notary Public,
personally appeared Jeff Joyner, in his capacity as an officer of TRUIST BANK,

☒ personally known to me - OR -

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the
within instrument, and acknowledged to me that he/she/they
executed the same for the purposes therein stated.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

My commission expires 7/1/2022
Other Required Information (Printed Name of Notary,
Residence, etc.)



Place Notary Seal and/or Any Stamp Above

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EXHIBIT A

Property Description

20220706000268630 07/06/2022 03:56:43 PM MORTAMEN 7/7
Lot 3, according to the Resurvey of Part of Calera North Industrial Park, as recorded in Map Book 52, Page 94, in
the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/06/2022 03:56:43 PM
\$2590.00 BRITTANI
20220706000268630

Allie S. Bayl