

20220901000342560
09/01/2022 11:56:37 AM
MORTAMEN 1/4

20220831000340880
08/31/2022 12:22:48 PM
MORTAMEN 1/3

This Amendment to Mortgage is being re-recorded to add the attached Exhibit A.

This instrument prepared by
and after recordation should
be returned to:

Matthew S. Hale
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway
Suite 400
Birmingham, Alabama 35209
(205) 870-0555

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)

SHELBY COUNTY)

This **AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT** (this "Amendment") is executed effective as of the 15th day of August, 2022, by **THE NARROWS SELF STORAGE, LLC**, an Alabama limited liability company (the "Mortgagor"), in favor of **SERVISFIRST BANK**, an Alabama banking corporation (the "Bank").

RECITALS:

The Mortgagor and the Bank have entered into a Loan Agreement dated of even date herewith (the "Loan Agreement"; all capitalized terms not otherwise defined herein shall have the meaning attributed to such terms in the Loan Agreement). The Mortgagor has previously entered into a Mortgage and Security Agreement in favor of the Bank dated February 19, 2021, which mortgage is recorded at 20210311000123480 in the records of the Judge of Probate of Shelby County, Alabama (the "Mortgage"). The Mortgagor and the Bank have agreed to amend the Mortgage and to increase the amount secured by the Mortgage from \$2,561,524.00 to \$5,720,042.00, and to revise the legal description to add beneficial easement rights.

NOW, THEREFORE, in consideration of the recitals, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. The Bank has agreed to increase the amount of the loan secured by the Mortgage to \$5,720,042.00, which increased loan amount will be evidenced by a Promissory Note dated as of August 15th, 2022, in the original principal amount of \$3,158,518.00 (the "Second Note"). All references to the "Note" in the Mortgage shall hereafter mean the Note and the Second Note and all references to the "Loan" in the Mortgage shall mean the loan in the increased amount of \$5,720,042.00.

Note to Recording Office. The amount secured by the Mortgage has been increased by \$3,158,518.00 (from \$2,561,524.00 to \$5,720,042.00) but the maturity date has not been extended.

2. The legal description on the Mortgage is hereby deleted in its entirety and Exhibit “A” attached hereto is inserted in lieu thereof.

3. Except to the extent amended hereby or by other documents executed by the Mortgagor in connection with the Loan, 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 Lien created by the Mortgage or any other Loan Document executed by the Mortgagor in connection therewith shall not be affected or impaired by this Amendment and shall remain as security for the repayment of the Obligations.

[SIGNATURE FOLLOWS ON NEXT PAGE]

20220831000340880 08/31/2022 12:22:48 PM MORTAMEN 3/3
IN WITNESS WHEREOF, this Amendment is executed effective the date first above written.

MORTGAGOR:

THE NARROWS SELF STORAGE, LLC,
an Alabama limited liability company

By: **PANKEY FAMILY, LLC,**
an Alabama limited liability company
its Sole Member

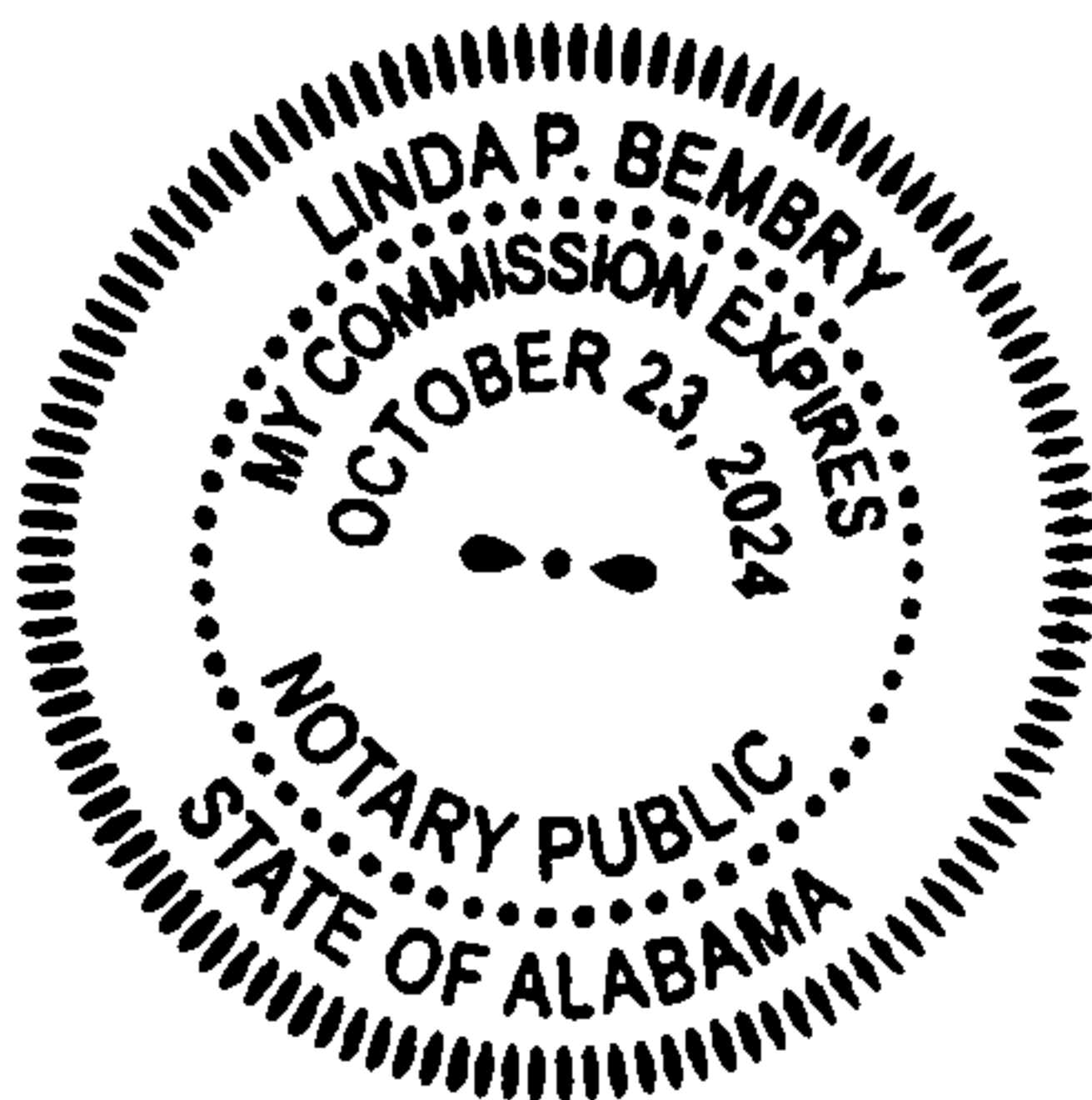
By: 
Joseph "Simmons" Pankey
Its Authorized Member

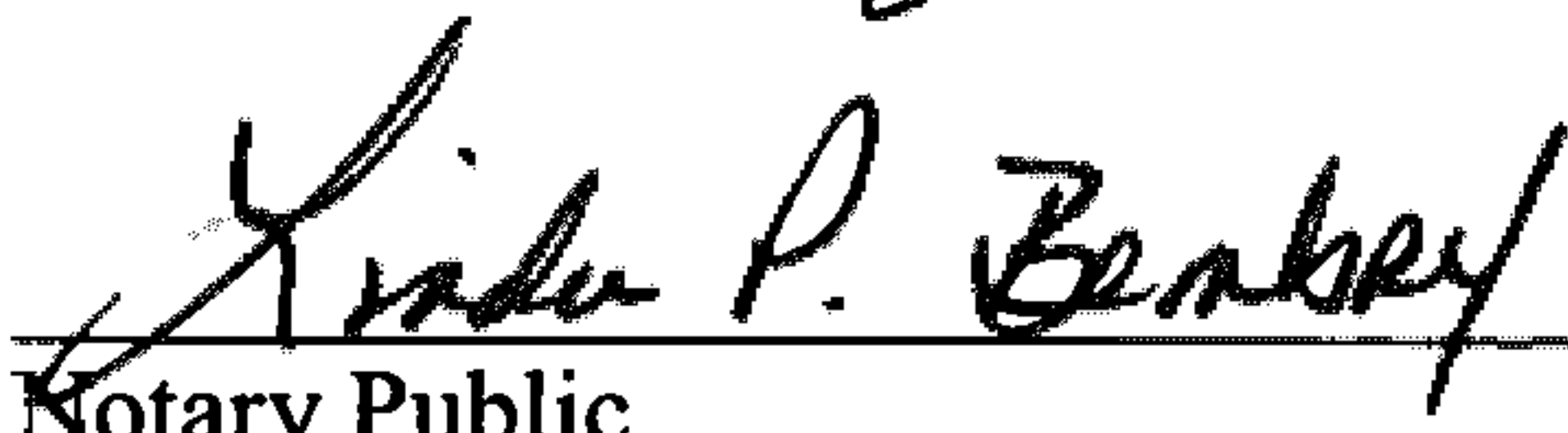
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

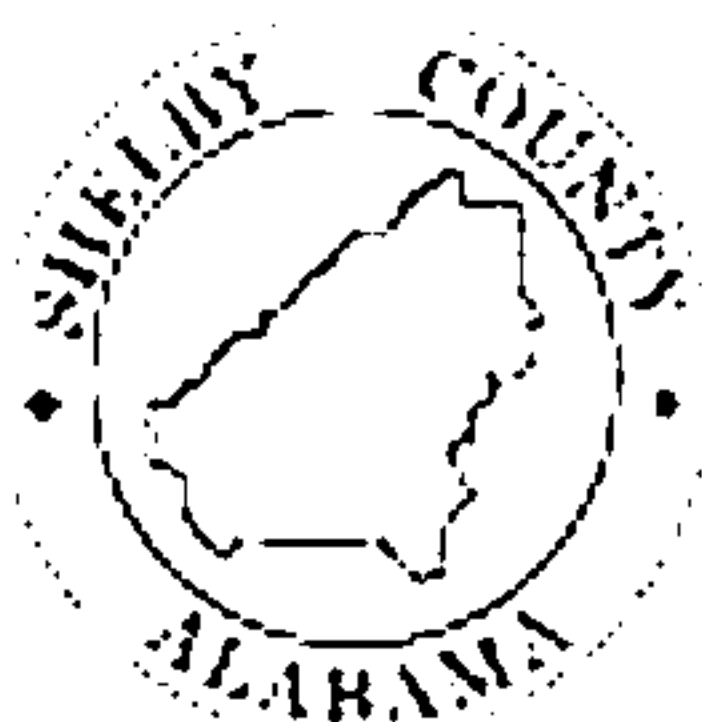
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph "Simmons" Pankey, whose name as Authorized Member of Pankey Family, LLC, an Alabama limited liability company, Sole Member of The Narrows Self Storage, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such Authorized Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 15th day of August, 2022.




Notary Public

My Commission Expires: 10/23/24



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/31/2022 12:22:48 PM
\$4765.90 BRITTANI
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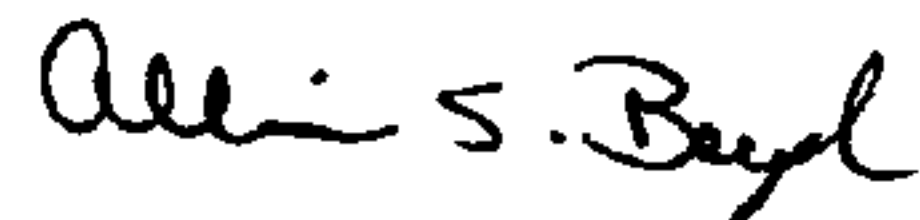


EXHIBIT "A"

Lot 1-C, according to a Resurvey of Lot 1 of the Narrows Commercial Subdivision, Sector 1, as recorded in Map Book 27 Page 107, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the easement rights as more particularly described in that certain Joint Easement Agreement as recorded in Instrument 20210317000133650 on March 17, 2021 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
09/01/2022 11:56:37 AM
\$33.00 BRITTANI
20220901000342560**

Allen S. Bayl