

RECORDATION REQUESTED BY:

First Bank of Alabama
Talladega
120 North Street, East
Talladega, AL 35160

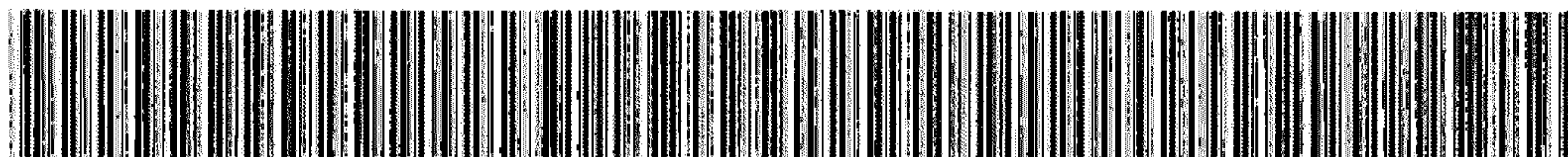
20220907000349440
09/07/2022 02:17:26 PM
MORTAMEN 1/4

WHEN RECORDED MAIL TO:

First Bank of Alabama
Talladega
120 North Street, East
Talladega, AL 35160

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



000000000020079578074008302022#####

Notice: The original principal amount available under the Note (as defined below), which was \$4,427,500.00 (on which any required taxes already have been paid), now is increased by an additional \$1,272,500.00.

THIS MODIFICATION OF MORTGAGE dated August 30, 2022, is made and executed between Kessler-Greystone, LLC, an Alabama Limited Liability Company, (referred to below as "Grantor") and First Bank of Alabama, whose address is 120 North Street, East, Talladega, AL 35160 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 16, 2020 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage Instrument Number 20200916000415520 Recorded on 09/16/2020 in the Shelby County Judge of Probate Office.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 5511 Highway 280, Birmingham, AL 35242.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Principal Increase.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MODIFICATION OF MORTGAGE (Continued)

Loan No: 20079578

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 30, 2022.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

KESSLER-GREYSTONE, LLC

By: [Signature] (Seal)
Charles G. Kessler, Jr., Manager of
Kessler-Greystone, LLC

LENDER:

FIRST BANK OF ALABAMA

x [Signature] (Seal)
Alana Cooper, Assistant Vice President, Commercial
Lender

This Modification of Mortgage prepared by:

Name: April Smith, Commercial Loan Processor
Address: 120 North Street, East
City, State, ZIP: Talladega, AL 35160

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

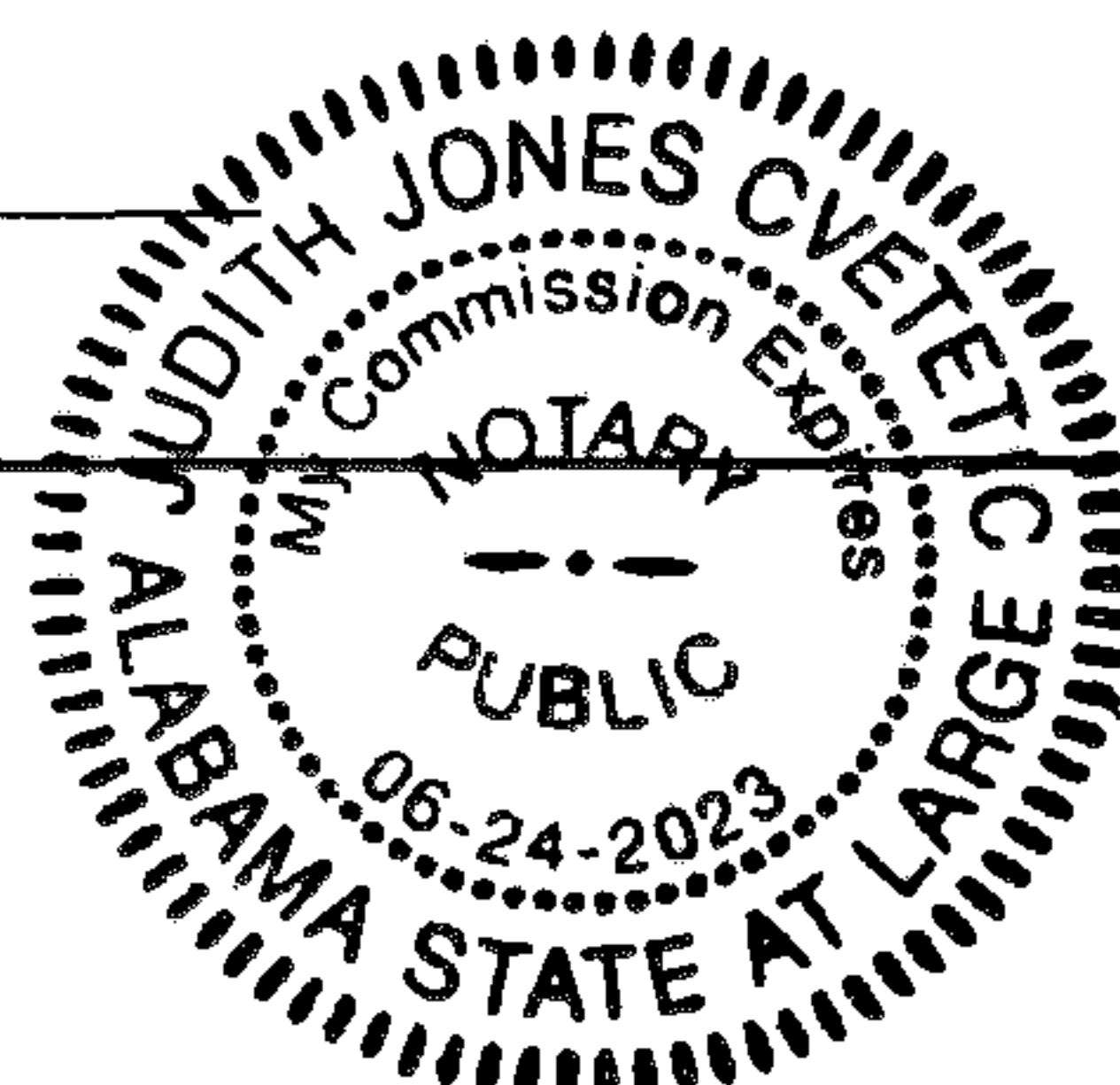
) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Charles G. Kessler, Jr., Manager of Kessler-Greystone, LLC**, a limited liability company, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 30th day of August, 2022

Notary Public

My commission expires 06/24/2023

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 20079578

Page 3

LENDER ACKNOWLEDGMENTSTATE OF AlabamaCOUNTY OF Talladega)
) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Alana Cooper** whose name as **Assistant Vice President, Commercial Lender of First Bank of Alabama** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such **Assistant Vice President, Commercial Lender of First Bank of Alabama**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this

30th

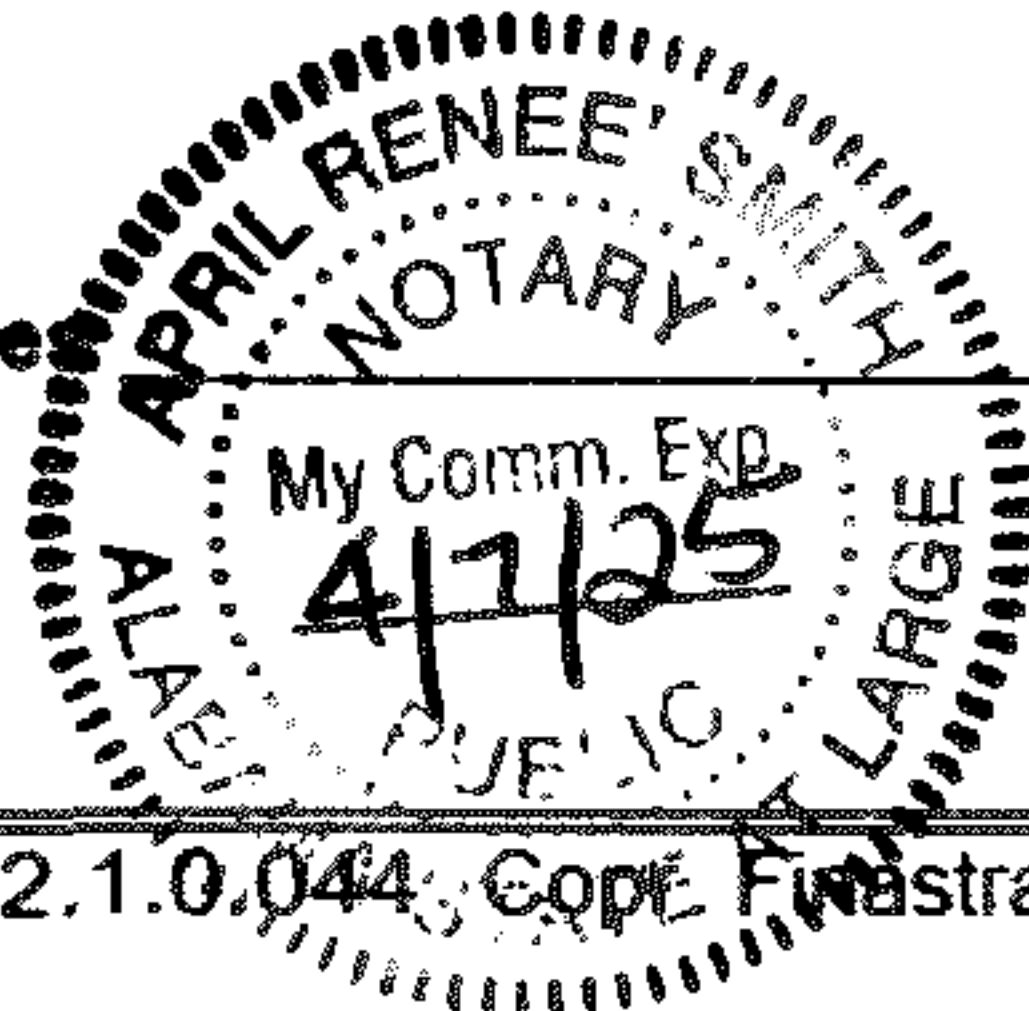
day of

August

, 20

22April Renee Smith
Notary Public

My commission expires



Legal Description:

Lots 1 and 2 according to the Final Record Plat of Greystone Park First Commercial Subdivision as recorded in Map Book 30, Page 48, 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
09/07/2022 02:17:26 PM
\$1939.75 BRITTANI
20220907000349440

Allen S. Bayl