

RECORDATION REQUESTED BY:

Bryant Bank
Cahaba Village
2700 Cahaba Village
Mountain Brook, AL 35243

WHEN RECORDED MAIL TO:

Bryant Bank
P.O. Office Box 2087
Birmingham, AL 35201

SEND TAX NOTICES TO:

Newcastle Development LLC
121 Bishop Circle
Pelham, AL 35124-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



#####%0740%08242022%#####

Notice: The original principal amount available under the Note (as defined below), which was \$4,696,705.75 (on which any required taxes already have been paid), now is increased by an additional \$73,294.25.

THIS MODIFICATION OF MORTGAGE dated August 24, 2022, is made and executed between Newcastle Development LLC (referred to below as "Grantor") and Bryant Bank, whose address is 2700 Cahaba Village, Mountain Brook, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 24, 2020 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 4/8/20 in Instrument Number 20200408000137510; Modification of Mortgage dated 12/16/20 Recorded 12/29/20 in Instrument Number 20201229000596690; Modification of Mortgage dated 7/21/21 Recorded 7/29/21 in Instrument Number 20210729000367970 and Modification of Mortgage Re-recorded on 7/30/21 in Instrument Number 20210730000368100 the Office of the Judge of Probate in Shelby County, Alabama.

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

See Exhibit A, 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 2300 Brock Drive (approximately 55 acres), Chelsea, AL 35043.

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

The purpose of this Modification is to add the following Future Advances or Re-Advances language:

Future Advances or Re-Advances language: In addition to the Note, this Mortgage secures all other indebtedness of the Grantor to the Lender whether or not such indebtedness exists at the time this Mortgage is executed by the Grantor, including future advances or re-advances of indebtedness made by Lender, and whether or not such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or un-matured, as guarantor or otherwise, joint or several, and otherwise secured or not. This Mortgage secures, in addition to the amounts specified in the Note, future advances or re-advances in an unlimited amount, including any renewal, extension, modification or increase, together with all interest thereon, which Lender may make pursuant to the terms and conditions of the Note or any other note, loan agreement, security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, or any other instrument or agreement of any kind now or hereafter existing as security for or executed in connection with this or any related indebtedness.

Mortgage increased from \$4,696,705.75 to \$4,770,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and

**MODIFICATION OF MORTGAGE
(Continued)**

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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.

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 24, 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:

NEWCASTLE DEVELOPMENT LLC

By:  (Seal)
Glenn Siddie, Member/Manager of Newcastle Development LLC

LENDER:

BRYANT BANK

x  (Seal)
Clint Calvert, Vice President

This Modification of Mortgage prepared by:

Name: Angela Washington
Address: 2700 Cahaba Village
City, State, ZIP: Mountain Brook, AL 35243

MODIFICATION OF MORTGAGE
(Continued)

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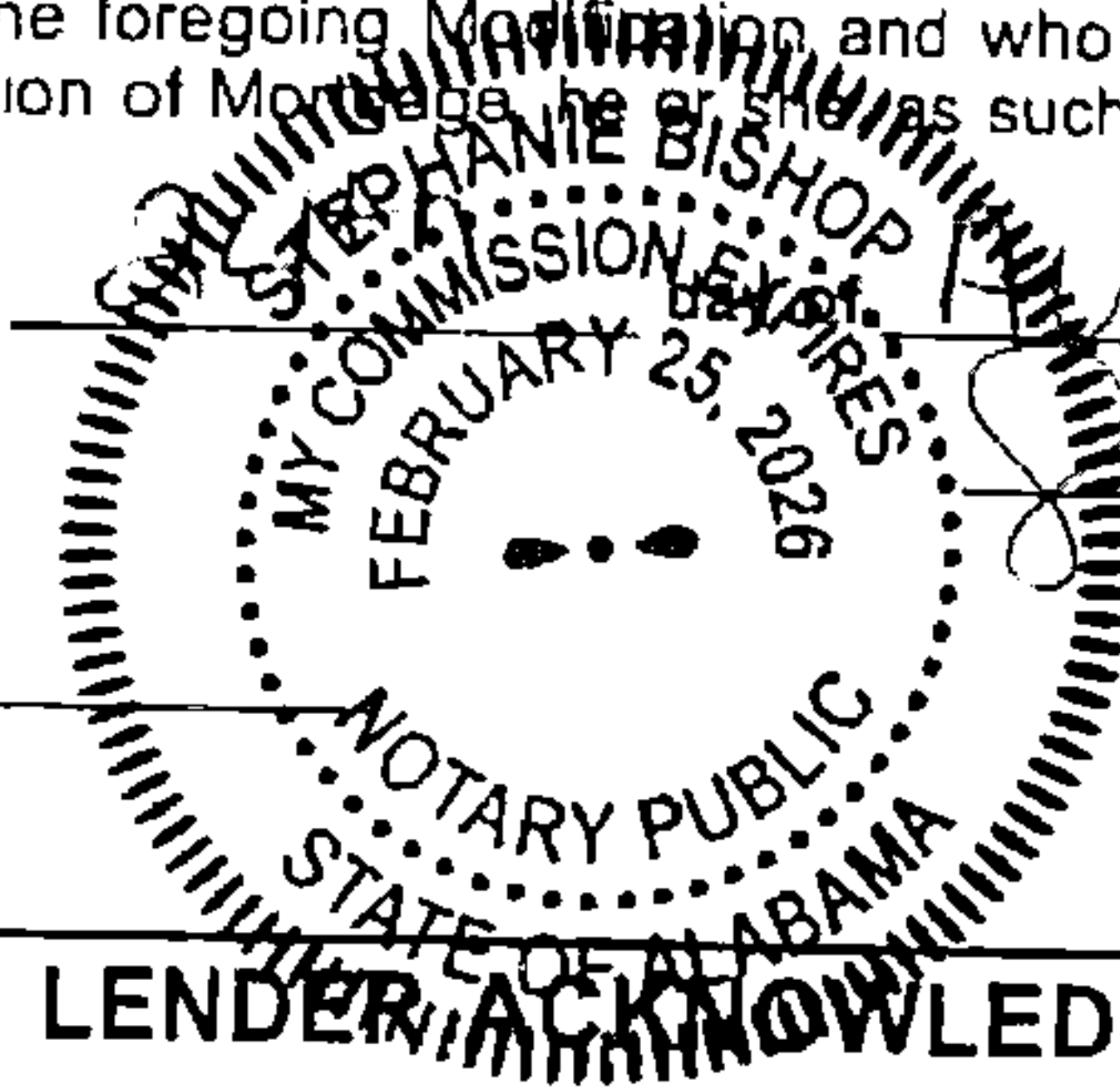
CORPORATE ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Glenn Siddle, Member/Manager of Newcastle Development LLC, a corporation, 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 of Mortgage, he or she, 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

My commission expires 2/25/24



August, 2022
Steph Bishop
Notary Public

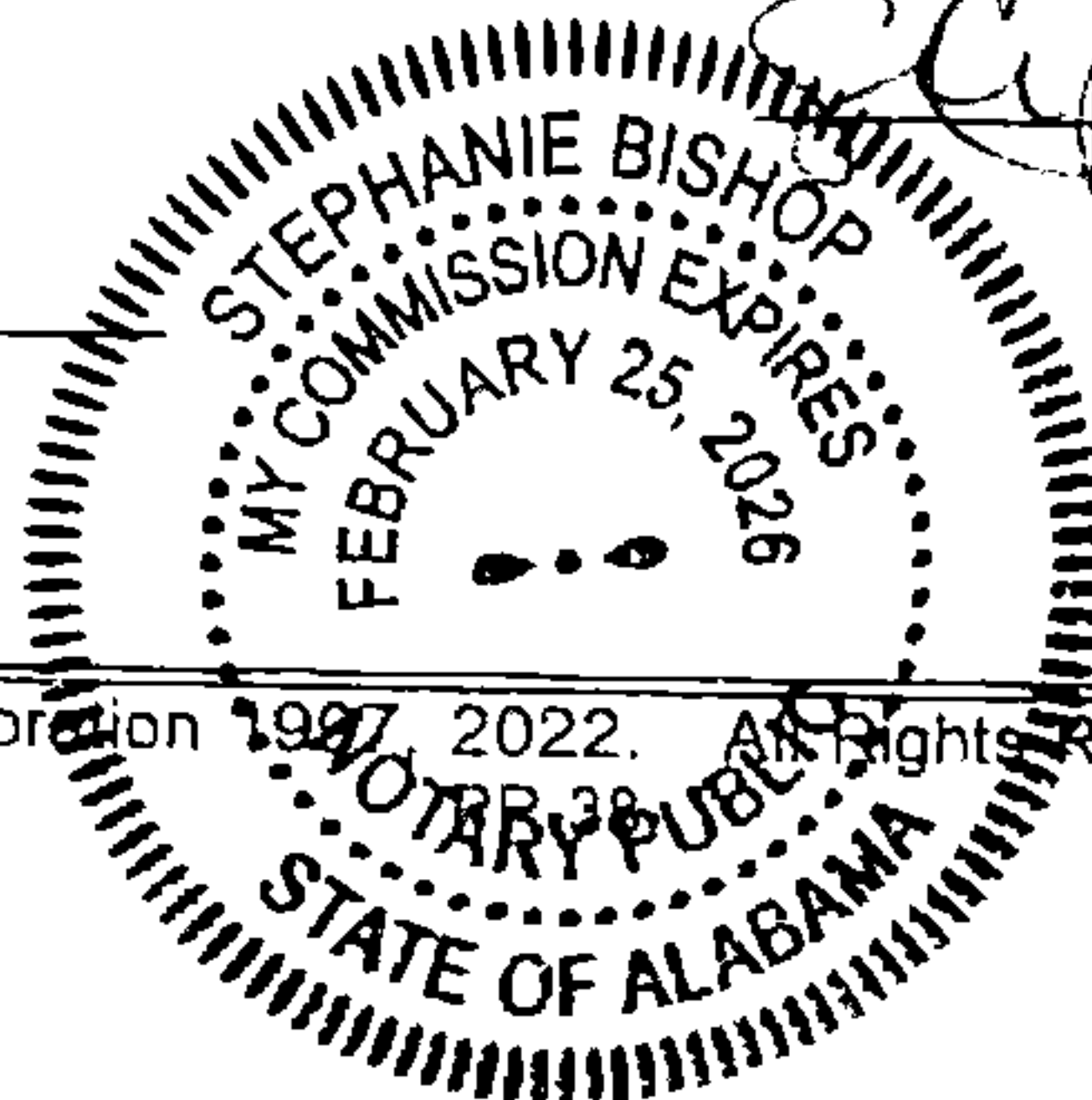
LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Clint Calvert whose name as Vice President of Bryant Bank 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 Vice President of Bryant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 24th day of August, 2022.

My commission expires 2/25/24



Steph Bishop
Notary Public

EXHIBIT A

Legal Description:

A Parcel being described as follows to-wit:

Commence at the concrete monument as the Southeast corner of Section 17 Township 16 South Range 1 West Shelby County, Alabama; Said point being the POINT OF BEGINNING.

From this POINT OF BEGINNING,

thence proceed South 89° 47' 05" West for a distance of 486.21' to a 1/2" rebar;

thence proceed North 11° 49' 09" West for a distance of 833.20' to a capped rebar on Dunnavant Valley Road Right-of-Way;

thence proceed along Dunnavant Valley Road Right-of-Way North 64° 18' 30" East for a distance of 1625.25' to a point;

thence proceed along Dunnavant Valley Road Right-of-Way on a curve to the left having, a radius of 2905.00 feet, an arc length of 616.31 feet and whose long chord bears North

58°20'25" East, a distance of 615.16 feet to a 1/2" capped rebar;

thence proceed South 48° 05' 51" East for a distance of 113.69' to a 1" iron;

thence proceed South 19° 43' 27" West for a distance of 109.00' to a 1" iron;

thence proceed South 35° 29' 16" West for a distance of 284.23' to a 1/2" rebar;

thence proceed South 40° 04' 45" West for a distance of 189.80' to a 1/2" rebar;

thence proceed South 42° 34' 45" West for a distance of 106.20' to a 1/2" rebar;

thence proceed South 89° 13' 28" East for a distance of 339.90' to a point;

thence proceed South 88° 14' 28" East for a distance of 28.61' to a point;

thence proceed North 01° 47' 04" East for a distance of 81.98' to a point;

thence proceed South 88° 31' 47" East for a distance of 434.74' to a 5/8" rebar;

thence proceed North 01° 33' 49" East for a distance of 39.91' to a 5/8" rebar;

thence proceed South 89° 35' 48" East for a distance of 222.58' to a 5/8" rebar;

thence proceed along a curve to the right having, a radius of 796.31 feet, an arc length of 247.37 feet and whose long chord bears South 59°39'52" East, a distance of 246.37 feet to a point;

thence proceed South 60° 19' 47" West for a distance of 558.08' to a 5/8" rebar;

thence proceed South 01° 35' 38" West for a distance of 317.29' to a 1/2" rebar;

thence proceed South 72° 03' 49" West for a distance of 52.66' to a point;

thence proceed North 82° 59' 36" West for a distance of 69.49' to a point;

thence proceed North 59° 06' 19" West for a distance of 54.78' to a point;

thence proceed South 70° 39' 30" West for a distance of 26.17' to a point;

thence proceed South 54° 13' 32" West for a distance of 173.94' to a point;

thence proceed South 49° 49' 15" West for a distance of 108.93' to a point;

thence proceed South 42° 53' 51" West for a distance of 45.75' to a point;

thence proceed South 17° 44' 41" West for a distance of 30.34' to a point;

thence proceed South 07° 52' 25" West for a distance of 67.67' to a point;

thence proceed South 00° 25' 57" West for a distance of 102.10' to a point;

thence proceed South 34° 29' 48" West for a distance of 57.69' to a point;

thence proceed South 54° 43' 40" West for a distance of 169.08' to a point;

thence proceed South 67° 44' 01" West for a distance of 57.45' to a point;

thence proceed South 77° 50' 42" West for a distance of 60.41' to a point;

thence proceed South 63° 39' 21" West for a distance of 59.08' to a point;

thence proceed South 19° 47' 24" West for a distance of 72.28' to a point;

thence proceed South 57° 20' 02" West for a distance of 96.06' to a point;

thence proceed South 78° 16' 46" West for a distance of 107.46' to a point;
thence proceed South 45° 31' 52" West for a distance of 26.85' to a point;
thence proceed South 04° 15' 44" West for a distance of 75.44' to a point;
thence proceed South 28° 17' 58" West for a distance of 46.59' to a point;
thence proceed South 04° 27' 58" West for a distance of 115.91' to a point;
thence proceed South 70° 45' 49" West for a distance of 28.18' to a point;
thence proceed North 88° 18' 07" West for a distance of 73.34' to a point;
thence proceed South 65° 45' 32" West for a distance of 77.16' to a point;
thence proceed South 69° 54' 37" West for a distance of 105.89' to a point;
thence proceed North 00° 25' 26" West for a distance of 525.97' to a concrete monument;
said point being the POINT OF BEGINNING of the Property containing approximately
58.68+/- acres.

Less and Except:

A Parcel being described as follows to-wit:

Commence at the concrete monument as the Southeast corner of Section 17 Township 16
South Range 1 West Shelby County, Alabama; Said point being the POINT OF
COMMENCEMENT.

thence proceed South 89° 47' 05" West for a distance of 486.21' to a 1/2" rebar;
thence proceed North 11° 49' 09" West for a distance of 833.20' to a capped rebar on
Dunnavant Valley Road Right-of-Way;
thence proceed along Dunnavant Valley Road Right-of-Way North 64° 18' 30" East for a
distance of 1413.45' to a point; Said point being the POINT OF BEGINNING.

From this POINT OF BEGINNING,

thence proceed South 08° 34' 11" East for a distance of 253.41' to a point;
thence proceed South 58° 11' 52" East for a distance of 123.72' to a point;
thence proceed North 69° 32' 55" East for a distance of 277.85' to a 1/2" rebar;
thence proceed North 42° 34' 45" East for a distance of 106.20' to a 1/2" rebar;
thence proceed North 40° 04' 45" East for a distance of 189.80' to a 1/2" rebar;
thence proceed North 35° 29' 16" East for a distance of 284.23' to a 1" iron;
thence proceed North 19° 43' 27" East for a distance of 109.00' to a 1" iron;
thence proceed North 48° 05' 51" West for a distance of 113.69' to a 1/2" rebar;
thence proceed along Dunnavant Valley Road on a curve to the left having, a radius of
2905.00 feet, an arc length of 616.31 feet and whose long chord bears South 58°20'25"
West, a distance of 615.16 feet to a point;
thence proceed along Dunnavant Valley Road Right-of-Way South 64° 18' 30" West for a
distance of 211.80' to a point; Said point being the POINT OF BEGINNING.
The parcel containing approximately 6.00+/- acres.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/24/2022 08:12:21 AM
\$146.95 JOANN
20221024000397960

Allie S. Bayl