

20221104000414180
11/04/2022 10:13:40 AM
MORTAMEN 1/3

WHEN RECORDED MAIL TO:

First Horizon Bank
Loan Operations
P.O. Box 132
Memphis, TN 38101

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

Notice: The original principal amount available under the Note (as defined below), which was \$500,000.00 (on which any required taxes already have been paid), now is increased by an additional \$593,254.63.

THIS MODIFICATION OF MORTGAGE dated November 4, 2022, is made and executed between CJA PARTNERS LLC, whose address is ~~100 BROOK DRIVE~~, HELENA, AL 35080 (referred to below as "Grantor") and First Horizon Bank, whose address is ~~2340 Woodcrest Place~~, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 3, 2022 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on May 4, 2022, Instrument No. 20220504000182470.

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

LOT 1, ACCORDING TO THE FINAL PLAT OF RIVERWOODS COMMERCIAL, AS RECORDED IN MAP BOOK 38, PAGE 131, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 100 BROOK DRIVE, HELENA, AL 35080.

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

The Mortgage shall secure additional new funds provided to Borrower by Lender in the amount of \$100,000.00 for total principal amount of \$593,254.63. The Mortgage Tax on the new funds is paid with the recordation of this Modification.

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 endorser 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: 3950046702

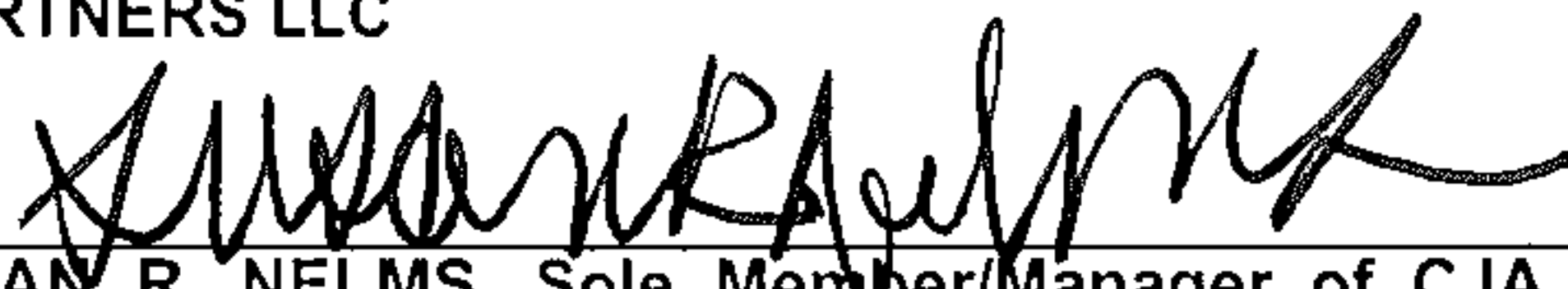
Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 4, 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.

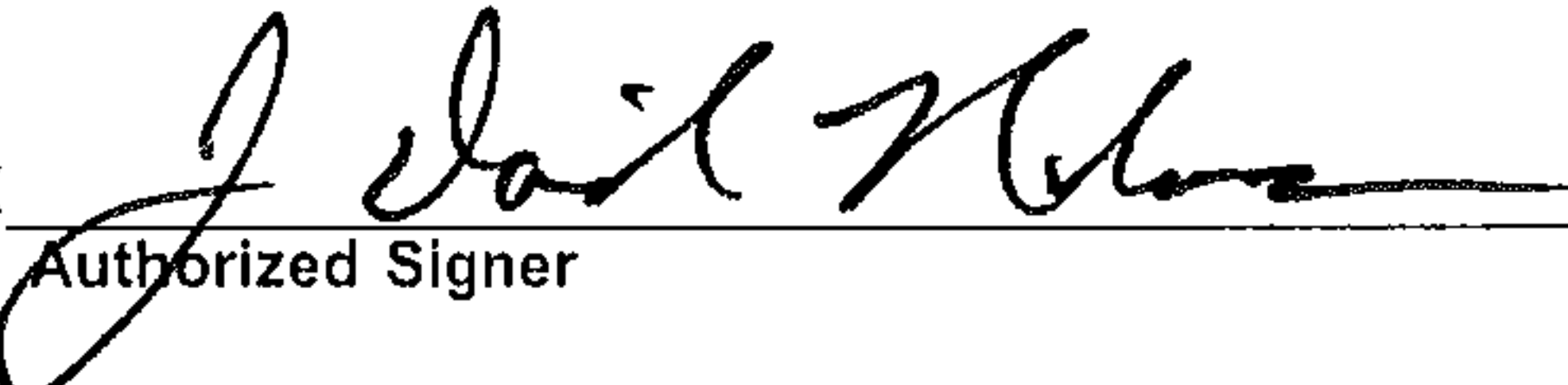
GRANTOR:

CJA PARTNERS LLC

By:  (Seal)
SUSAN R. NELMS, Sole Member/Manager of CJA
PARTNERS LLC

LENDER:

FIRST HORIZON BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

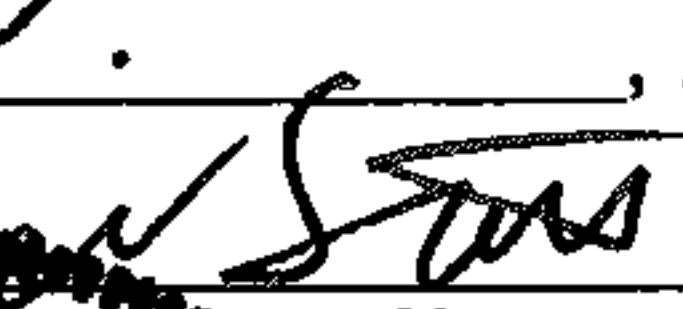
Name: W NEIL FAULKNER, COMMERCIAL LOAN CLOSER
Address: 2340 Woodcrest Place
City, State, ZIP: Birmingham, AL 35209

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

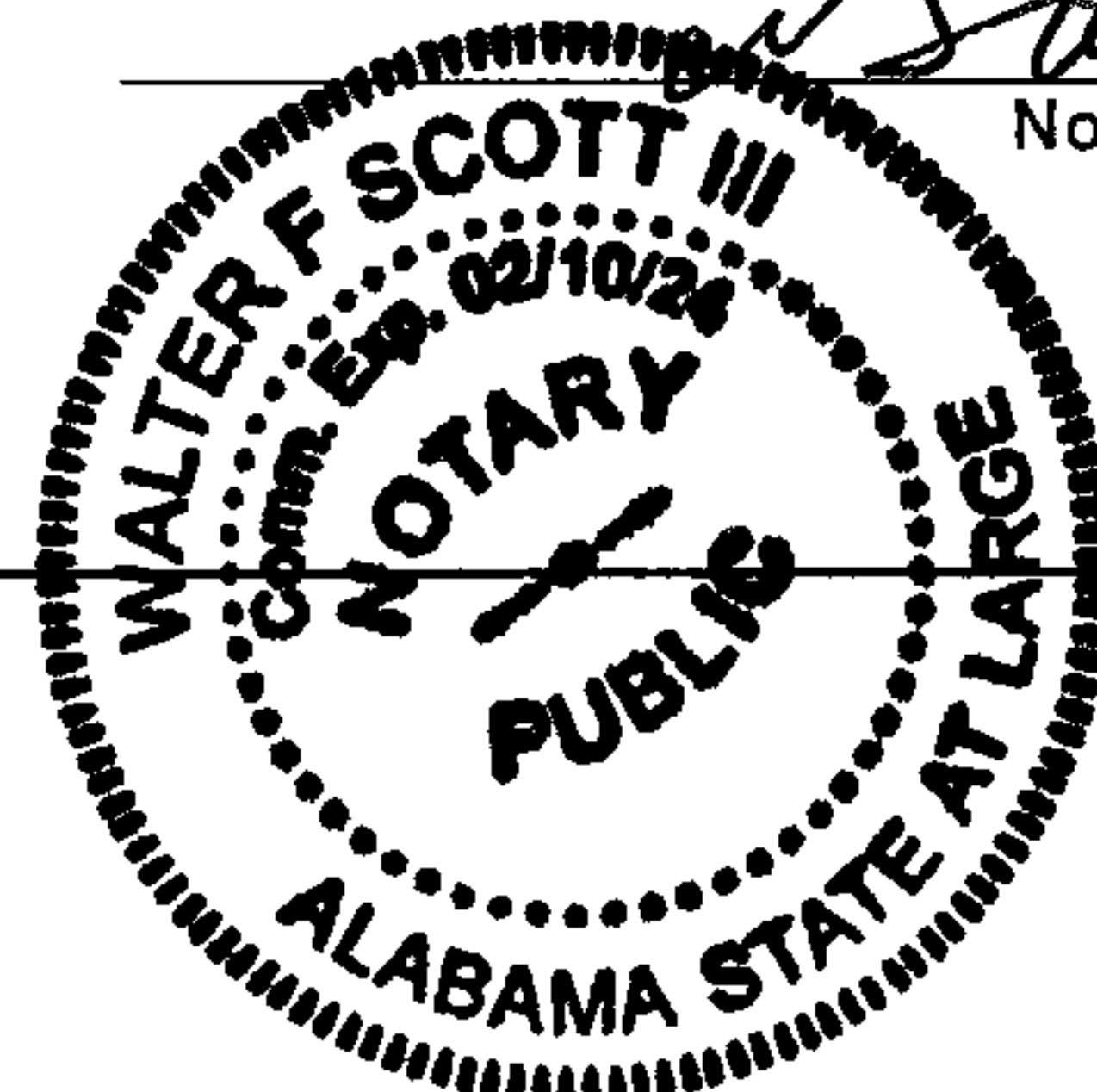
STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **SUSAN R. NELMS, Sole Member/Manager of CJA PARTNERS 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 or member 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 3rd day of Nov., 2022.


Notary Public

My commission expires _____



Loan No: 3950046702

MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

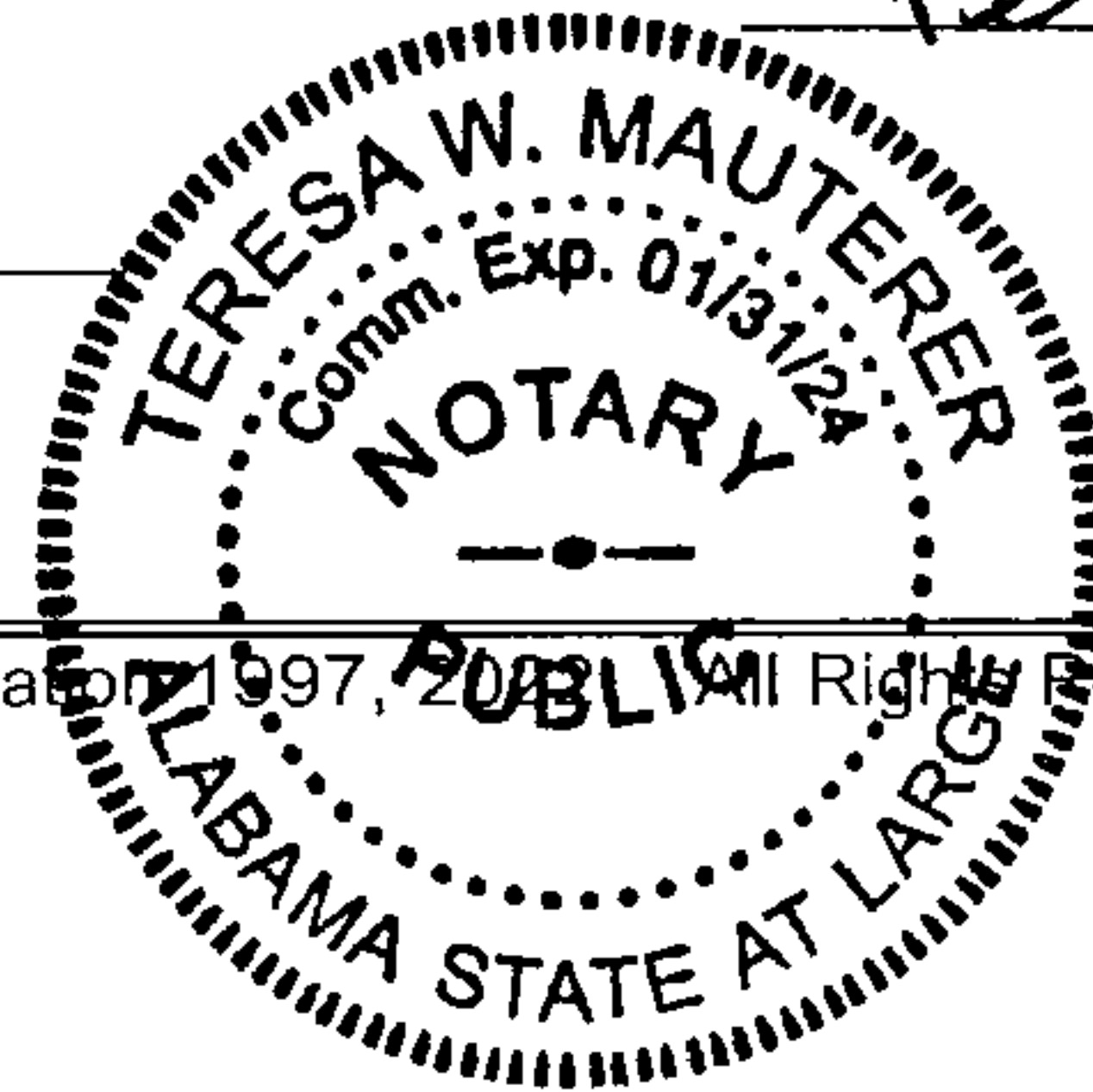
COUNTY OF Jefferson

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that David Nabors
 whose name as Senior VP of First Horizon 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 Senior VP of First Horizon Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 3rd day of November, 2022.

Teresa W. Mauter
 Notary Public

My commission expires 1/31/2024

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Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 11/04/2022 10:13:40 AM
 \$178.00 BRITTANI
 20221104000414180

Allen S. Bayl