RECORDATION REQUESTED BY:

First Bank of Alabama 120 East North Street P.O. Box 797 Talladega, AL 35160 20221222000458610 12/22/2022 01:33:29 PM MORTAMEN 1/4

WHEN RECORDED MAIL TO:

First Bank of Alabama 120 East North Street P.O. Box 797 Talladega, AL 35160

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE



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Notice: The original principal amount available under the Note (as defined below), which was \$350,000.00 (on which any required taxes already have been paid), now is increased by an additional \$50,000.00.

THIS MODIFICATION OF MORTGAGE dated December 16, 2022, is made and executed between Sri Siddhi, LLC, an Alabama Limited Liability Company, (referred to below as "Grantor") and First Bank of Alabama, whose address is 120 East North Street, P.O. Box 797, Talladega, AL 35160 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 2, 2022 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage Recorded 11/9/2022 in Probate Office of Shelby County Book 20221109000418680.

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 5426 US Highway 280, Harpersville, AL 35078.

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

Increase Mortgage from \$350,000 to \$400,000.

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: 20079744

My commission expires HDv. 1 70, 2026

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 16, 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:** SRI, SIDDHI, LLC (Seal) By: By: Water and I (Seal) Jeetendra Ahuja, Managing Member of Sri Siddhi, Vimal Ahuja, Manáging Member of Sri Siddhi, LLC L<u>L</u>C′ LENDER: FIRST BANK-OF ALABAMA (Seal) Alana Cooper, Assistant Vice President, Commercial Lender This Modification of Mortgage prepared by: Name: April Smith, Commercial Loan Processor Address: 120 East North Street City, State, ZIP: Talladega, AL 35160 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF Alabama SS COUNTY OF \ I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jeetendra Ahuja, Managing Member of Sri Siddhi, LLC and Vimal Ahuja, Managing Member of Sri Siddhi, LLC, a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company. day of December Given under my hand and official seal this

WINNING ILL.

MODIFICATION OF MORTGAGE (Continued)

Page 3 Loan No: 20079744 LENDER ACKNOWLEDGMENT STATE OF ) SS COUNTY OF 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. day of December Given under my hand and official seal this **Notary Public** 20 B 3 My commission expires LaserPro, Ver. 22.3.0.039 Copr. Finastra USA Corporation 1997, Rights Reserved. - AL C:\CFI\LPL\G201.FC TR-16504

## 20221222000458610 12/22/2022 01:33:29 PM MORTAMEN 4/4

Commence at the SE corner of the SE 1/4 of the SW 1/4, Section 28, Township 19 South, Range 2 East, Shelby County, Alabama and run thence North 2 degrees 9' West 682.97 feet to the North right of way line of the Florida Short Route, also known as Highway# 91, for POINT OF BEGINNING; and from said point of beginning, run along the East line of said forty 2 degrees 9' West 300 feet to an iron pin, thence North 77 degrees 14' West 112 feet to an iron pin; thence South 2 degrees 9' East 300 feet to the North right of way line of Highway #91, to an iron pin; thence along the North line of right of way of said Highway #91 South 77 degrees 14' East 112 feet to point of beginning.

Also, commencing at iron stake, a point on the north right-of-way of Highway #91 where the east 40 line of the SE 1/4 of SW 1/4, Section 28, Township 19 South, Range 2 East intersects same, North 2 degrees 50' West 300 feet to POINT OF BEGINNING; thence 74 degrees 40' left 105.0 feet; thence 74 degrees 40' right 210.0 feet; thence 105 degrees 20' right 105.0 feet; thence 74 degrees 40' right 210 feet to beginning point, located in SE 1/4 of SW 1/4, Section 28, Township 19 South, Range 2 East, Shelby County, Alabama.

Also, commence at the SW corner of Section 28, Township 19 South, Range 2 East, and then run East along the South line of said Section a distance of 2,518.2 feet to a point, thence turn an angle to the left of 89 degrees 44'41" and run a distance of 820.2 feet to a point on the North right of way line of U.S. Highway 280, said point being identified as "POINT A"; thence continue along last described course a distance of 274.5 feet to a point; thence turn an angle of 103 degrees 23'29" to the right and run a distance of 25 feet to the point of beginning of the property herein conveyed; thence continue along last described course a distance of 87 feet to a point; thence run in a Southwesterly direction a distance of 272 feet, more or less, to "POINT A"; thence run West along the right of way line of said Highway 280 a distance of 25 feet to a point; thence run in a Northeasterly direction a distance of 268 feet, more or less, to the point of beginning. LESS & EXCEPT any of the following described property which lies within the boundaries of the tracts described above as Parcel II: Commence at the SW corner of Section 28, Township 19 South, Range 2 East, and then run East along the South line of said section a distance of 2,518.2 feet to a point; thence turn an angle to the left of 89 degrees 44'41" and run a distance of 820.2 feet to a point on the North right of way line U.S. Highway 280; thence turn an angle of 71 degrees 27'35" and run Northwesterly along said North right of way line a distance of 25 feet to the point of beginning of the property herein conveyed; thence continue along last described course and along said highway right of way a distance of 321 feet to a point; thence turn an angle of 46 degrees 53'17" to the right and run a distance of 51.5 feet to a point; thence turn an angle of 14 degrees 33'14" to the right and run a distance of 100 feet to a point; thence turn an angle of 90 degrees 71'41" to the left and run a distance of 10 feet to a point; thence turn 100 degrees 59'04" to the right and run a distance of 112.8 feet; thence turn an angle of 102 degrees 56'09" to the right and run a distance of 387 feet to a point; thence turn in a Southwesterly direction a distance of 268 feet, more or less, to the point of beginning.



Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County **Shelby County, AL** 12/22/2022 01:33:29 PM **\$106.00 JOANN** alling 5. Beyol

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