

STATE OF ALABAMA)
:
SHELBY COUNTY)

This instrument was prepared by:
Walter F. Scott III, Esquire
GALLOWAY, SCOTT & HANCOCK, LLC
2200 Woodcrest Place, Suite 310
Birmingham, AL 35209
Telephone: 205-949-5580

SECOND MORTGAGE MODIFICATION AGREEMENT

THIS SECOND MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made and effective as of the 23rd day of March, 2023 by and between the following parties:

RAM-HELENA DEVELOPMENT PARTNERS, LLC, an Alabama limited liability company, whose address is 2200 Magnolia Avenue South, Suite 100, Birmingham, Alabama 35205 (the "Borrower" and "Mortgagor") and SOUTHPOINT BANK, an Alabama state banking corporation, whose address is 3501 Grandview Parkway, Birmingham, Alabama 35243 (the "Lender" and "Mortgagee").

RECITALS:

A. Lender is secured by a Second Mortgage in the original amount of \$500,000.00 dated June 11, 2021 and recorded on June 14, 2021 at Instrument No. 20210614000288290 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage").

B. Mortgagor has requested and Lender has agreed to extend the maturity date until May 1, 2026.

AGREEMENT

NOW, THEREFORE, in consideration Ten and No/100 Dollars (\$10.00), the foregoing Recitals and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. The maturity date for the payment of the entire indebtedness of the Promissory Note described in the Second Mortgage has been extended until May 1, 2026.

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2. Except as herein modified, the Second Mortgage, shall remain in full force and effect, and the Second Mortgage as so modified herein, is hereby ratified and affirmed in all matters and respects.
3. This Agreement will inure to the benefit of the parties hereto, their respective heirs, personal representatives and assigns. This Agreement shall be governed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

RAM-HELENA DEVELOPMENT PARTNERS, LLC,
an Alabama limited liability company

By: Retail Specialists, LLC,
an Alabama limited liability company
Its: Manager

By: _____

Robert R. Jolly, Jr.

Its: CEO

MORTGAGOR

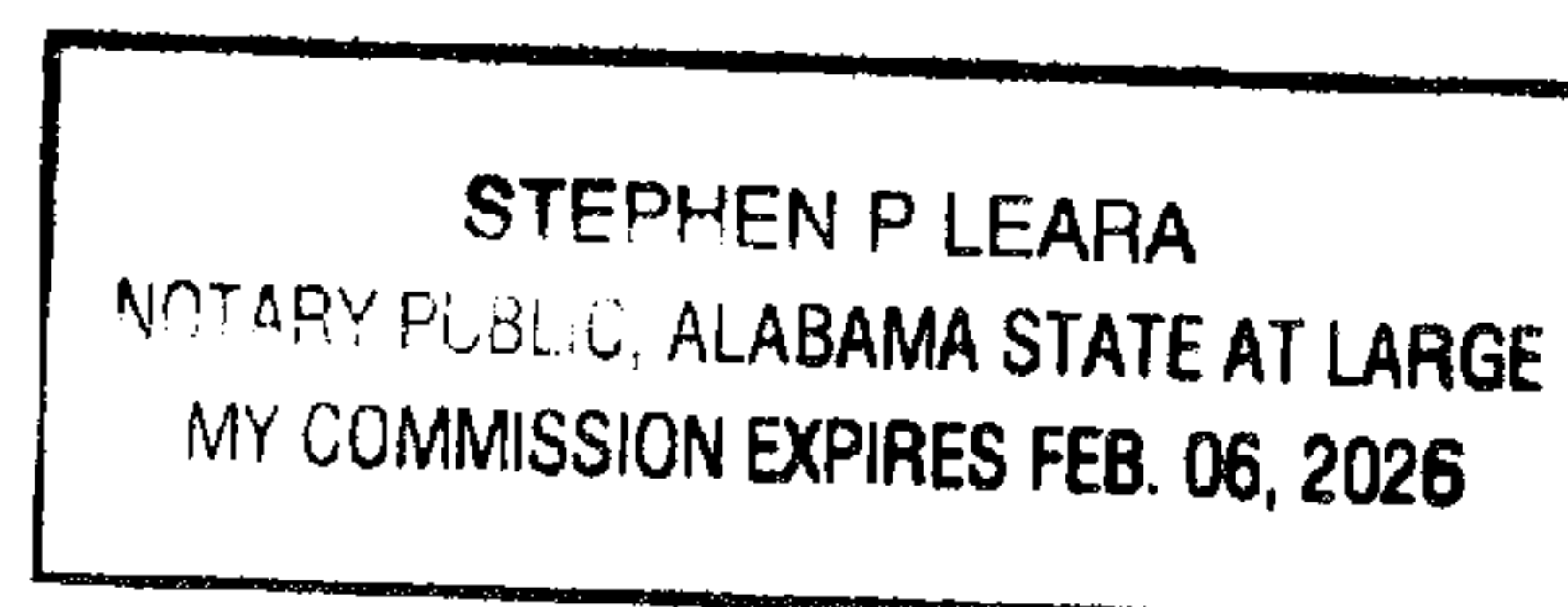
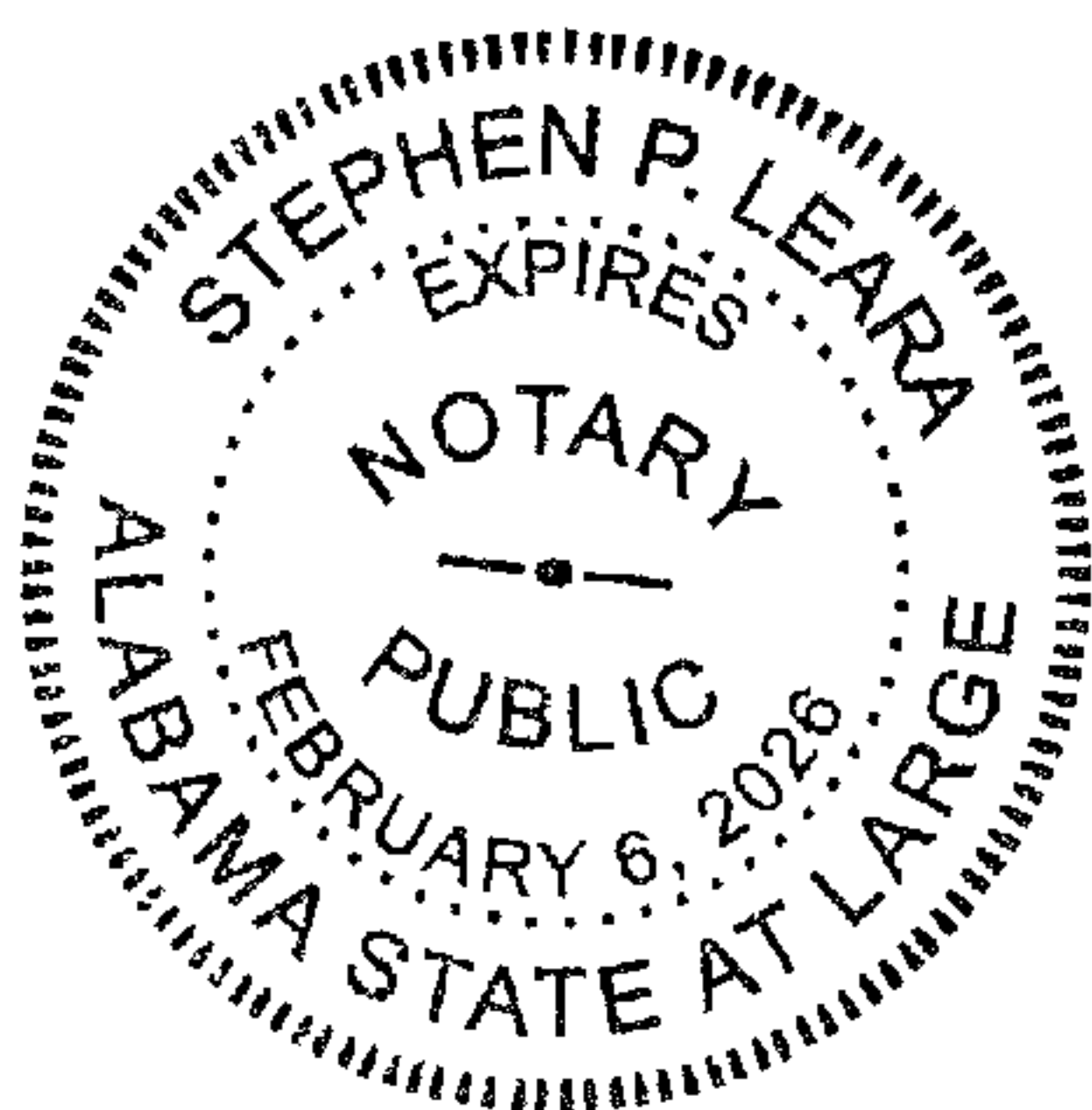
STATE OF ALABAMA)
)
JEFFERSON COUNTY)

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for said county in said state, hereby certify that Robert R. Jolly, Jr., whose name as CEO of Retail Specialists, LLC, as Manager of RAM-HELENA DEVELOPMENT PARTNERS, LLC, an Alabama limited liability company, is signed to the foregoing Second Mortgage Modification Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such CEO and with full authority, executed the same voluntarily for and on behalf of said limited liability company in its capacity as such Manager of said limited liability company.

Given under my hand and official seal this the 23rd day of March 2023.

NOTARY PUBLIC



SOUTHPOINT BANK,
an Alabama state banking corporation

By: _____

Name: Rob Richardson

Its: Executive Vice President

LENDER

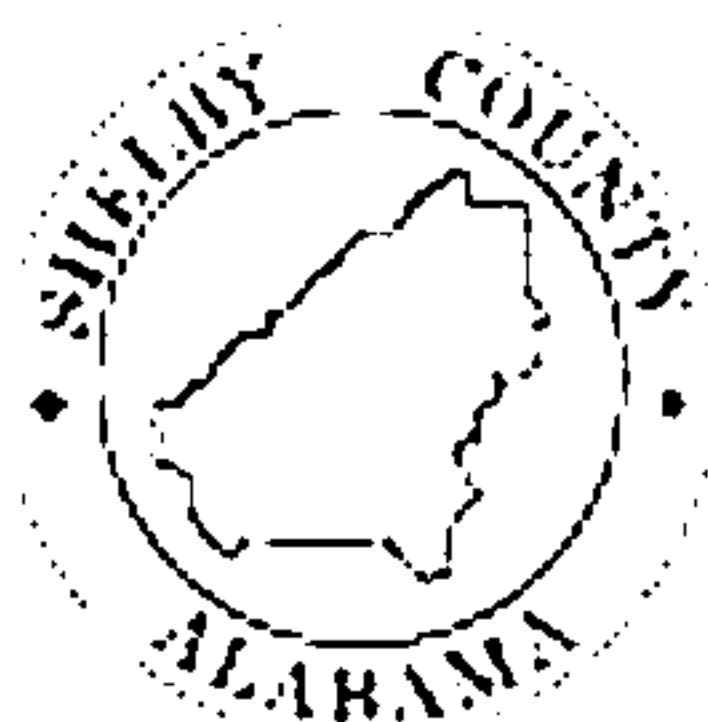
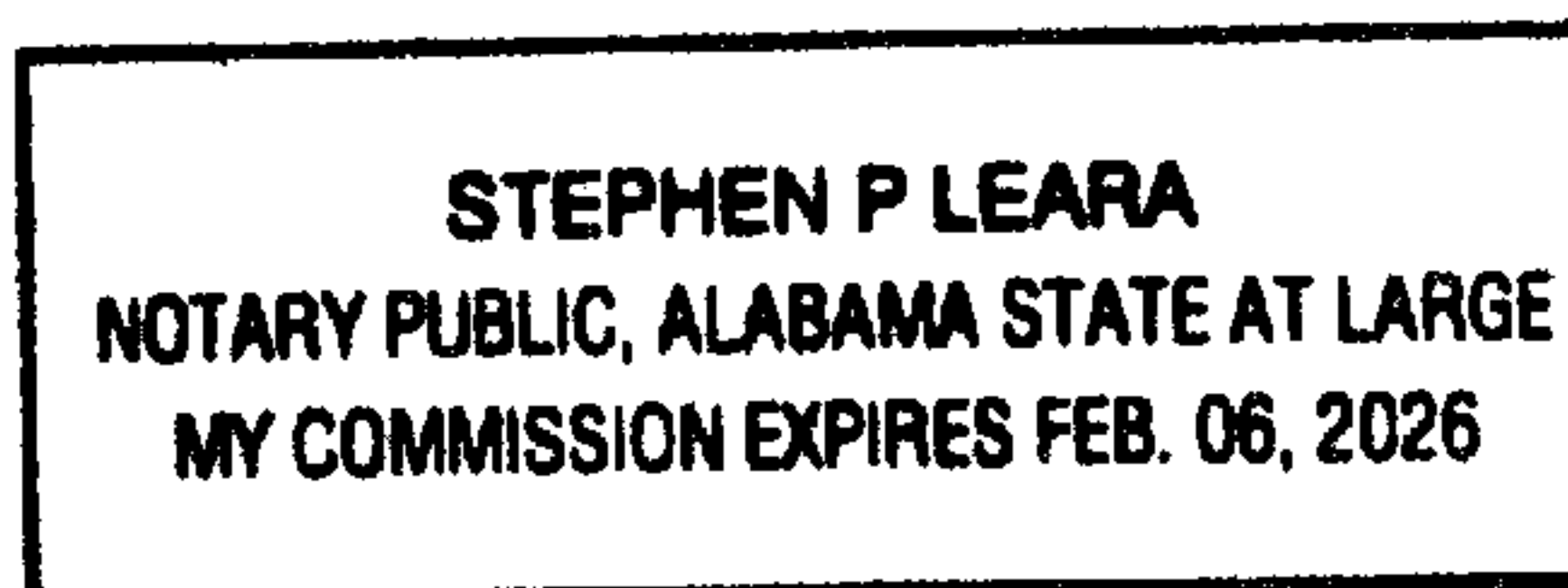
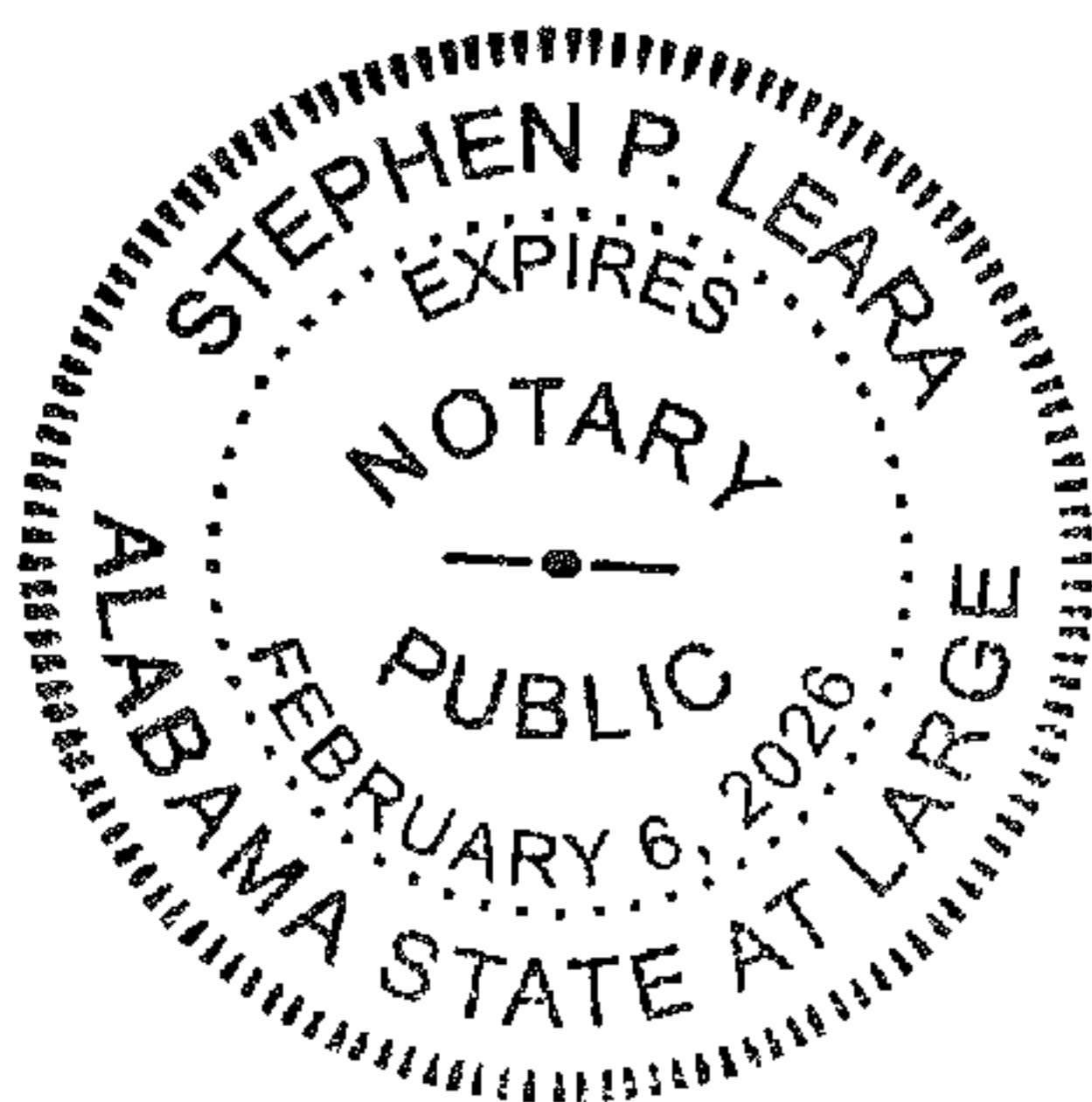
STATE OF ALABAMA)
)
JEFFERSON COUNTY)

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for said county in said state, hereby certify that Rob Richardson, whose name as Executive Vice President of SOUTHPOINT BANK, an Alabama state banking corporation, is signed to the foregoing Second Mortgage Modification Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily as and for the act of said corporation.

Given under my hand and official seal this the 23rd day of March 2023.

Stephen P. Leara
NOTARY PUBLIC



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/27/2023 09:21:15 AM
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Allen S. Bayl