

RECORDATION REQUESTED BY:
THE HUNTINGTON NATIONAL BANK
Cleveland Commercial Lending
PO BOX 341470 - GW1W31
Columbus, OH 43234-1470

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04/04/2023 03:42:14 PM
MORTAMEN 1/2

WHEN RECORDED MAIL TO:
THE HUNTINGTON NATIONAL BANK
GW1W31
PO BOX 341470
COLUMBUS, OH 43234-1470

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated March 28, 2023, is made and executed between Stronghold Properties, LLC, an Alabama Limited Liability Company, whose address is 253 Chelsea Farms Rd, Chelsea, AL 35043 (referred to below as "Grantor") and THE HUNTINGTON NATIONAL BANK, whose address is PO BOX 341470 - GW1W31, Columbus, OH 43234-1470 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 1, 2022 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on December 2, 2022, in Instrument 20221202000439220 of the real estate records of Shelby County, Alabama.

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

Lot 6B-1 according to the Map of Resurvey of Lot 6B of Pelham Town Center as recorded in Map Book 57, Page 20 in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as Lot 6B-1, Pelham, AL 35124. The Real Property tax identification number is 14-4-19-3-001-009.004.

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

1. The first sentence of the section of said Mortgage captioned "MAXIMUM LIEN" is hereby amended and restated as follows:

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$1,048,688.00.

2. The sub-section of said Mortgage captioned "Note" under the section of said Mortgage captioned "DEFINITIONS" is hereby amended and restated as follows:

Note. The word "Note" means the promissory note dated March 28, 2023, in the original principal amount of \$1,048,688.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

3. A new section captioned "CONSTRUCTION MORTGAGE" is hereby added to the Mortgage as follows:

CONSTRUCTION MORTGAGE. This Mortgage is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Alabama.

4. A new section captioned "CONSTRUCTION LOAN" is hereby added to the Mortgage as follows:

CONSTRUCTION LOAN. If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Mortgage shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

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.

COUNTERPARTS. This document may be executed by the parties hereto in any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

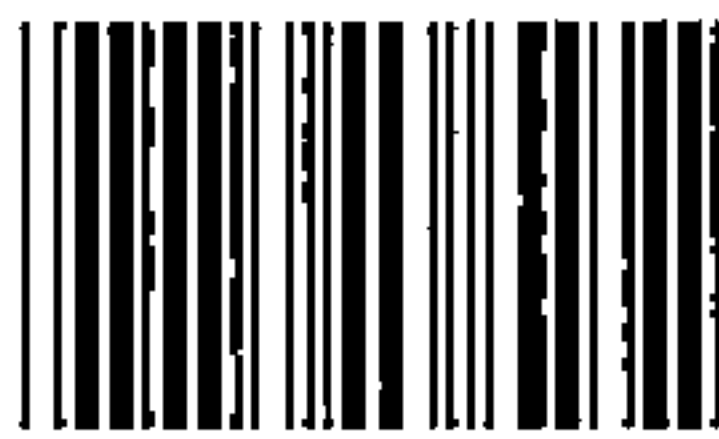
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 28, 2023.

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:

STRONGHOLD PROPERTIES, LLC

By:  (Seal)
Kevin L. Morris, Member/Manager of Stronghold Properties, LLC



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MODIFICATION OF MORTGAGE
(Continued)

Page 2

LENDER:

THE HUNTINGTON NATIONAL BANK

x Megan Peltz (Seal)
Authorized Signer
Vice President

This Modification of Mortgage prepared by:

Name: Darlene Dahlman
Address: 7 Easton Oval
City, State, ZIP: Columbus, OH 43219

LIMITED LIABILITY COMPANY 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 Kevin L. Morris, Member/Manager of Stronghold Properties, 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 28 day of March, 2023.

My commission expires July 16, 2026

DAVID SCOTT WATSON
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires July 16, 2026

Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

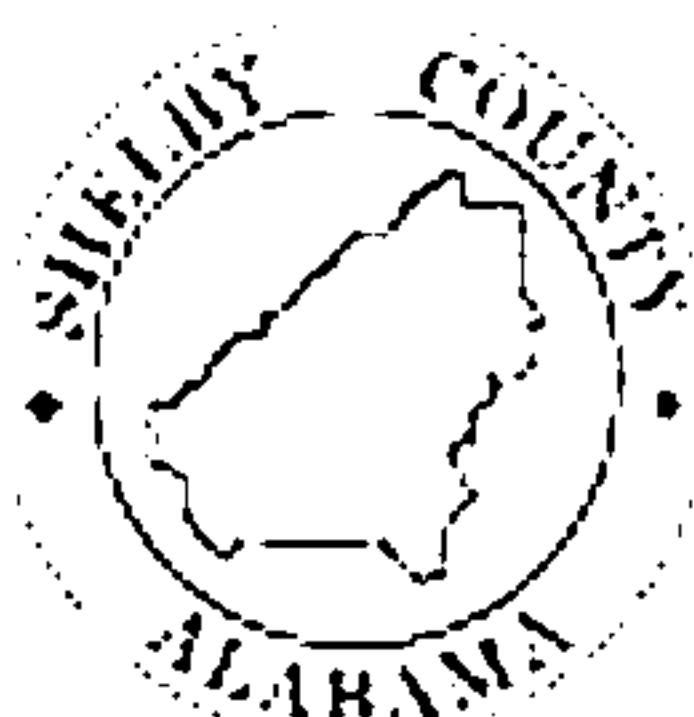
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Megan Peltz whose name as Vice President of THE HUNTINGTON NATIONAL BANK is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such Vice President of THE HUNTINGTON NATIONAL BANK, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 3rd day of April, 2023.

My commission expires 12-4-24

CHLOE A. WHITFIELD
Notary Public
Alabama State at Large

Notary Public



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allie S. Bayl