20230519000148900 05/19/2023 08:05:31 AM MORTAMEN 1/3

This instrument prepared by Jason E. Gilmore: Gordon, Dana & Gilmore 600 University Park Place, Suite 100 Birmingham, Alabama 35209

STATE OF ALABAMA COUNTY OF SHELBY

THE AMOUNT OF THE INDEBTEDNESS SECURED BY THE MORTGAGE HAS INCREASED BY \$458,100.00 ON WHICH MORTGAGE TAX IS BEING PAID.

## AMENDMENT TO ACCOMMODATION MORTGAGE

WHEREAS, on September 16, 2022, Jeffrey Osborn (a/k/a Jeffrey Swift Osborn) and wife, Elizabeth Mary Osborn (collectively, the "Mortgagor") executed an Accommodation Mortgage and Security Agreement recorded on September 16, 2022 as Instrument No. 20220916000359270 limited to the amount of \$141,900.00 (the "Mortgage") in favor of Millennial Bank (the "Mortgagee"); and

WHEREAS, the Mortgage serves as collateral for a loan made by Mortgagee to Mobile Fleet Specialists of Birmingham Inc. ("Mobile Fleet") which is guaranteed by Mortgagor (the "Loan").

WHEREAS, pursuant to that certain Note Modification Agreement executed by and among Mobile Fleet, Mortgagee, Mortgagors and other parties, the principal amount of the promissory note executed and delivered in connection with the Loan increased from \$1,060,000.00 to \$1,200,000.00 ("Note Modification").

WHEREAS, the Mortgagors and Mortgagee have agreed that the maximum amount of the indebtedness secured by the Mortgage should be increased from \$141,900.00 to \$600,000.00.

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged, including, but not limited to, Mortgagee's agreement to the Note Modification, the maximum amount secured by the Mortgage is

hereby amended to increase such amount from \$141,900.00 to \$600,000.00 and any and all references to the "Note" contained therein are hereby amended to reflect an original principal sum of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) in lieu of the amount originally stated therein.

Except as hereinabove expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

Dated this 18 day of May, 2023.

Trev. Osborn

Elizabeth Mary Osborn

MORTGAGEE:

Millennial Bank

Malt Rockett, President

STATE OF ALABAMA **COUNTY OF JEFFERSON** 

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeffrey Osborn and Elizabeth Mary Osborn, whose names are signed to the foregoing Amendment and who are known to me, acknowledged before me on this date that, being informed of the contents of the instruments, they have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the \(\frac{1}{5}\) day of May, 2023.

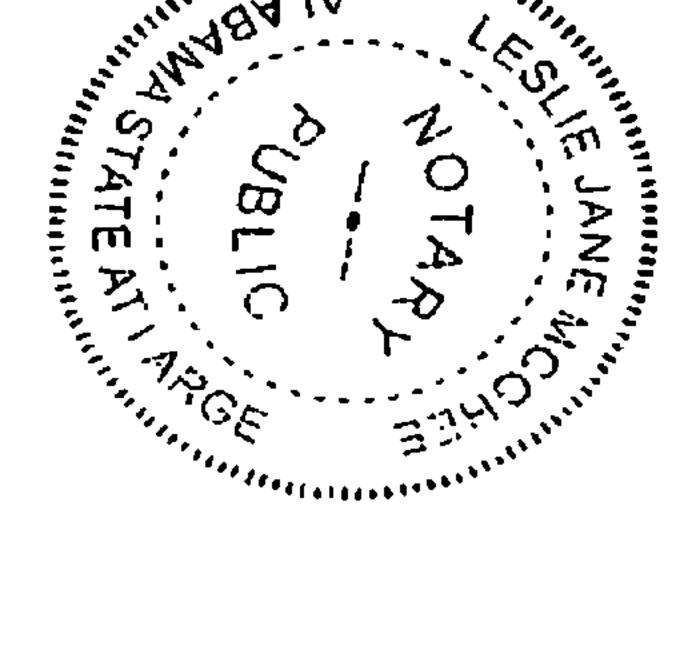
Notary Public
My Commission Expires: 7/19/25

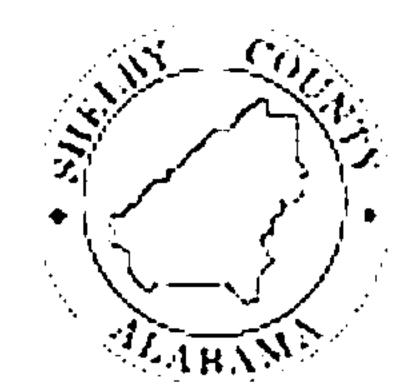
## STATE OF ALABAMA **COUNTY OF JEFFERSON**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Matt Rockett, whose name as President of Millennial Bank is signed to the foregoing Amendment, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instruments, he, in said capacity and with full authority, executed the same voluntarily on the day the same bears date on behalf of said Bank.

Given under my hand and official seal this the

Notary Public My Commission Expires: 7/19/25





Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 05/19/2023 08:05:31 AM **\$716.15 JOANN** 20230519000148900

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