

THIS INSTRUMENT PREPARED BY:

Central State Bank
11025 Highway 25
Calera AL 350400000

AFTER RECORDING RETURN TO:

Central State Bank
PO Box 180
Calera AL 350400000

(Space Above This Line For Recording Data)

LOAN NUMBER: 0

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 25th day of May, 2023, between MJK PROPERTIES LLC, an Alabama Corporation, whose address is 2726 CHANDALAR PLACE DR, PELHAM, Alabama 35124 ("Mortgagor"), and Central State Bank whose address is 9331 Highway 119, Alabaster, Alabama 35007 ("Lender").

Central State Bank and Mortgagor entered into a Mortgage dated May 25, 2023 and instrument #20220627000255260, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: Hwy 17 & Sarena Drive, Montevallo, Alabama 3515

Legal Description: See Legal Description

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- INCREASE MORTGAGE FROM FOUR HUNDERED SEVENTY-FIVE THOUSAND AND 00/100 (\$475,000.00) TO FIVE HUNDRED NINETY-ONE THOUSAND DOLLARS AND XX/100 (\$591,000.00).

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.



ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

MJK PROPERTIES LLC

Mike Kelley

By: MIKE KELLEY
Its: member

May 25 - 2023

Date

Jill Morris

By: JILL MORRIS
Its: member

Date

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF *Shuford*

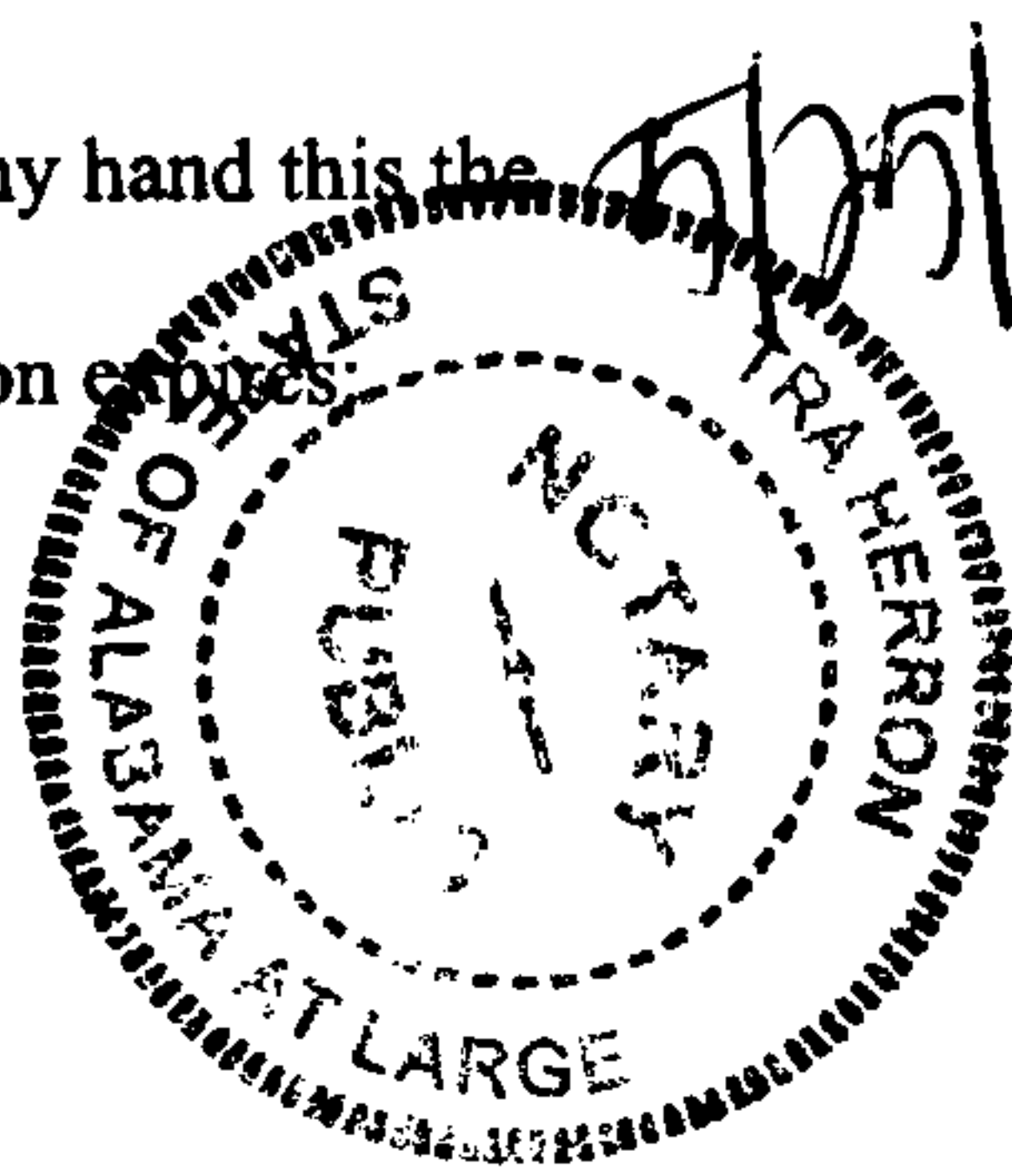
I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that

MIKE KELLEY, member and JILL MORRIS, member on behalf of MJK PROPERTIES LLC, an Alabama Corporation, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their official capacities and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the *25th*

My commission expires

(Official Seal)



Jill Morris
the undersigned authority
Notary Public
Identification Number

My Commission Expires March 6, 2024

LENDER: Central State Bank

Shane Schroeder
By: Shane Schroeder
Its: President

6/20/2023
Date

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

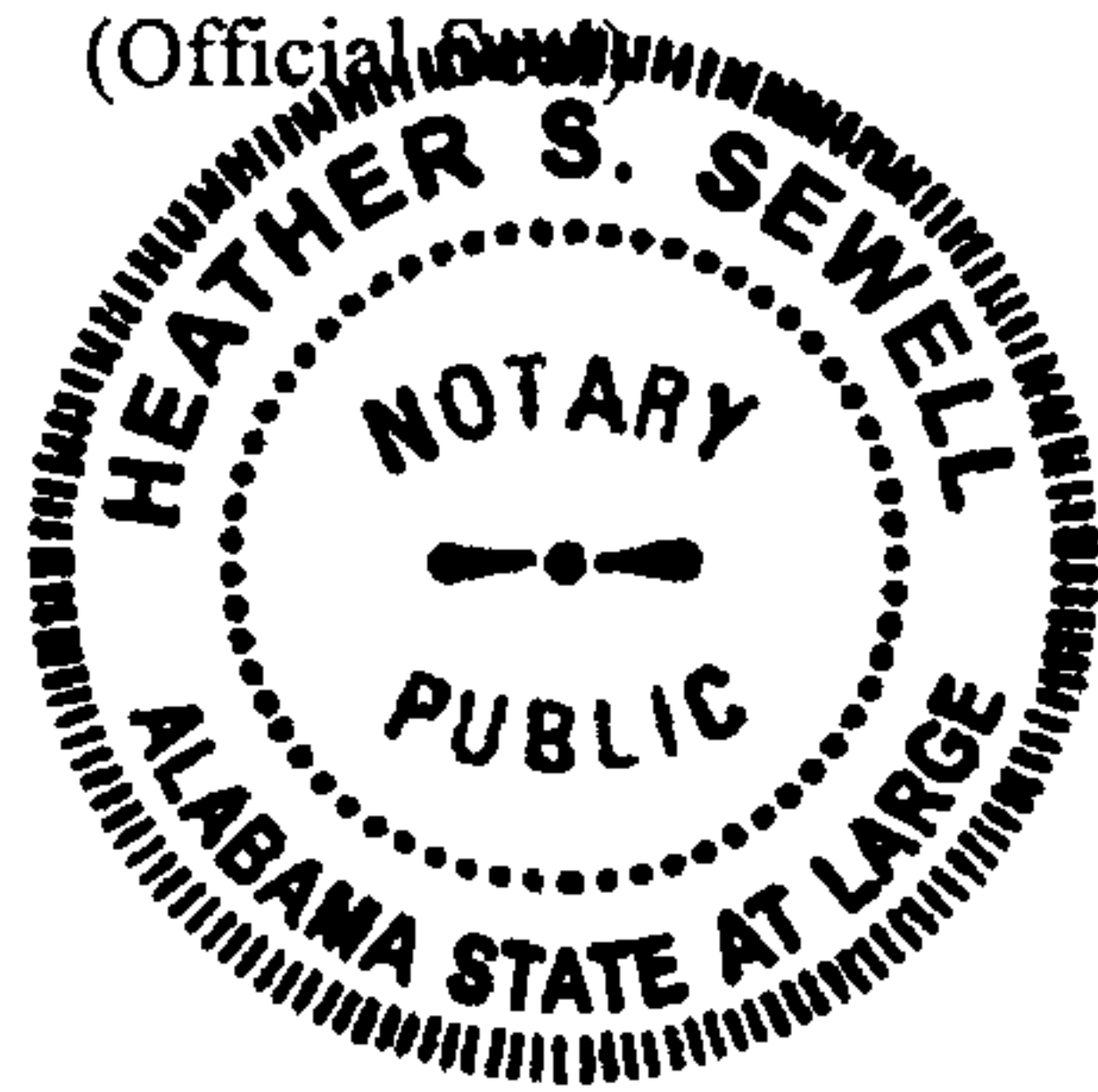
I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that Shane Schroeder, President of Central State Bank, a(n) Alabama Federal Reserve Member Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said Federal Reserve Member Bank.

Given under my hand this the .

My commission expires:

My Commission Expires April 28, 2027

Heather S. Sewell
the undersigned authority
Notary Public



20220627000255260 06/27/2022 11:43:44 AM MORT 6/6

From the Northwest corner of Section 28, Township 21 South, Range 3 West, run East along the North boundary line of Section 28, Township 21 South, Range 3 West for 1104.0 feet, more or less, to a point on the East side of the Elyton and Montevallo Road; Thence turn an angle of 96 degrees, 04 minutes to the right and run Southwesterly along the East side of the Elyton and Montevallo Road 587.0 feet to the point of beginning of the land herein described; thence continue Southwesterly along the East side of the Elyton and Montevallo Road for 208.30 feet; thence turn an angle of 47 degrees, 47 minutes to the left and run Southeasterly 208.79 feet; thence turn an angle of 151 degrees, 24 minutes to the left and run Northeasterly 216.58 feet; thence turn an angle of 51 degrees, 07 minutes to the left and run Northwesterly 204.99 feet; more or less, to the point of beginning. This being a part of the NW 1/4 of Section 28, Township 21 South, Range 3 West, Shelby County, Alabama. Excepting however, from the above description the Right of Way of the Elyton and Montevallo Road.

ALSO:

A parcel of land lying and being situated in the N 1/2 of the NW 1/4, Section 28, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows: From the NW corner of Section 28, run East along the North line of said section for 1125.2 feet, to a point on the East R.O.W. line of Shelby County Road No. 17; thence run South 07 degrees 14 minutes West along said R.O.W. line for 733.3 feet to a concrete R.O.W. marker bearing Sta. No. P.T 325+35.1; continue to run along said R.O.W. line and along a curve concave right for 70.3 feet to the SW corner of the Lindsay lot, and the point of beginning of subject parcel of land; from said P.O.B. thus established, run along the South line of said Lindsay lot S-50 degrees 46 minutes East for 165.2 feet to an iron pin on a fence line; thence run North 09 degrees 42 minutes East along said fence for 180 feet to an iron pin; continue said course along said fence for 181.2 feet to an iron pin at a fence corner post; thence run South 87 degrees 26 minutes East along a fence for 740.3 feet to a cross tie post on the West R.O.W. line of the Southern Railroad Property; thence run along said railroad R.O.W. line South 07 degrees 04 minutes West for 785 feet to a point where a fence, if extended, would intersect said railroad R.O.W. line; thence run North 89 degrees 56 minutes West along said fence for 940.7 feet to a point on the East R.O.W. line of said County Road No. 17; thence run along said R.O.W. line (a chord bearing and distance) North 18 degrees 12 minutes East 564.9 feet, and back to the point of beginning.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 06/30/2023 09:00:39 AM
 \$205.00 JOANN
 20230630000194910

Allen S. Bayl