

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 7th day of June, 2023, between AVIATOR HOLDINGS LLC, an Alabama Limited Liability Company, whose address is 101 AVIATORS VIEW DR STE B, ALABASTER, Alabama 35007 ("Mortgagor"), and Central State Bank whose address is 11025 Highway 25, Calera, Alabama 35040 ("Lender").

Central State Bank and Mortgagor entered into a Mortgage dated August 26, 2022 and at Instrument No. 20220907000349090, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 2050 OAK MOUNTAIN DRIVE, PELHAM, Alabama 35124

Legal Description: MORTGAGE DATED AUGUST 26, 2022, MODIFIED JUNE 7, 2023, COMMERCIAL REAL ESTATE SHELBY COUNTY AL AND ASSIGNMENT OF RENTS AND LEASES

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 One Hundred Seventy-One Thousand Seven Hundred Twenty and 00/100 Dollars (\$171,720.00) to Two Hundred Sixty-Two Thousand and 00/100 Dollars (\$262,000.00).

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.

AVIATOR HOLDINGS LLC

By: SCOTT LONG
Its: Member

Date

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

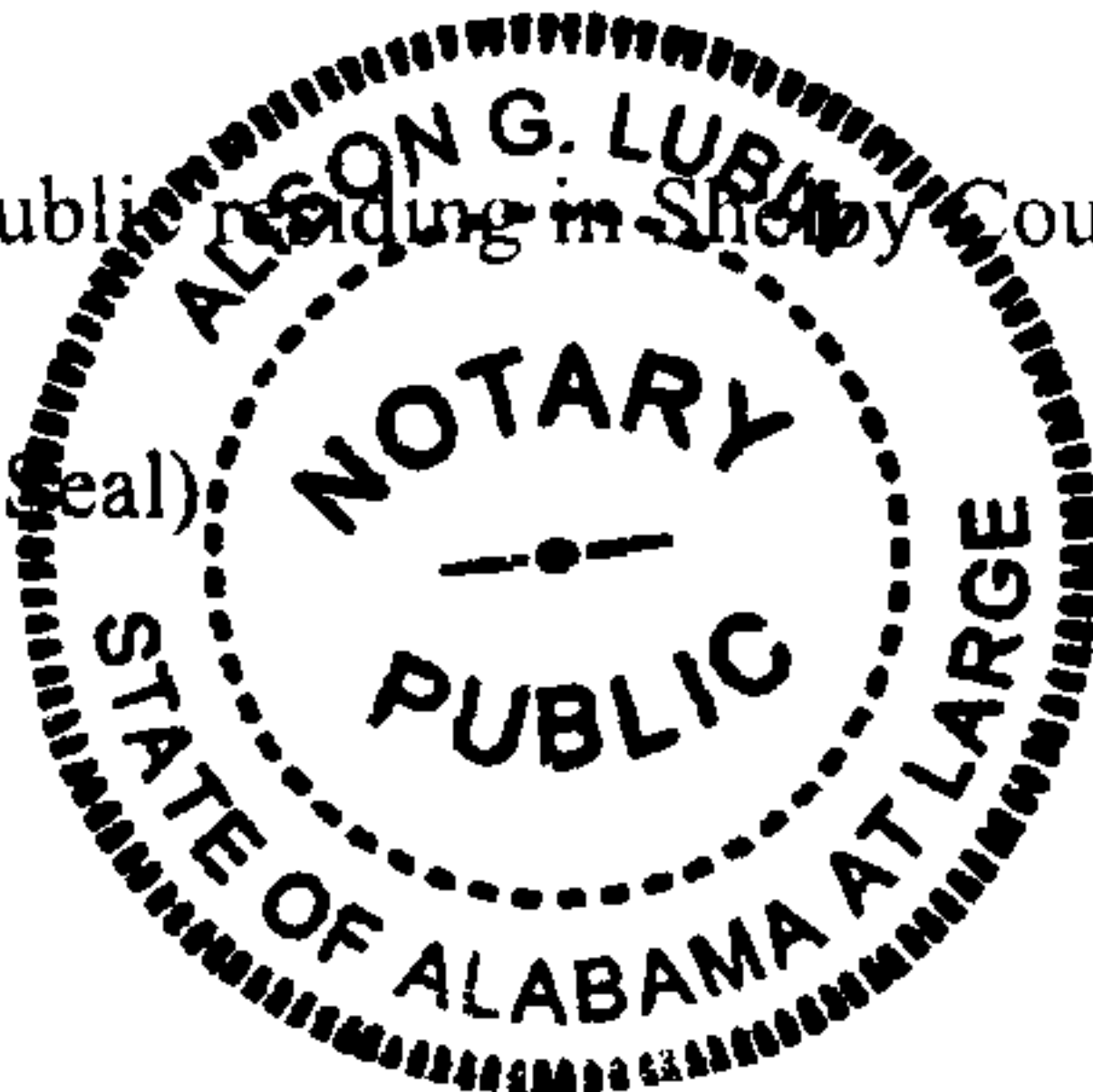
I, the undersigned authority, Notary Public in and for said County and in said State, hereby certify that SCOTT LONG, Member on behalf of AVIATOR HOLDINGS LLC, an Alabama Limited Liability Company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her official capacity and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand this the 7th day of June, 2023.

My commission expires:

Notary Public residing in Shelby County.

(Official Seal)



Alan G. Luba
the undersigned authority
Notary Public
Identification Number

MY COMMISSION EXPIRES AUGUST 18, 2025

LENDER: Central State Bank

By: Bryan Morrow
Its: Loan Officer

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 Bryan Morrow, Loan Officer 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 7th day of June, 2023.

My commission expires:
My Commission Expires April 28, 2027

Notary Public residing in Shelby County.

Heather S. Sewell
the undersigned authority
Notary Public

(Official Seal)

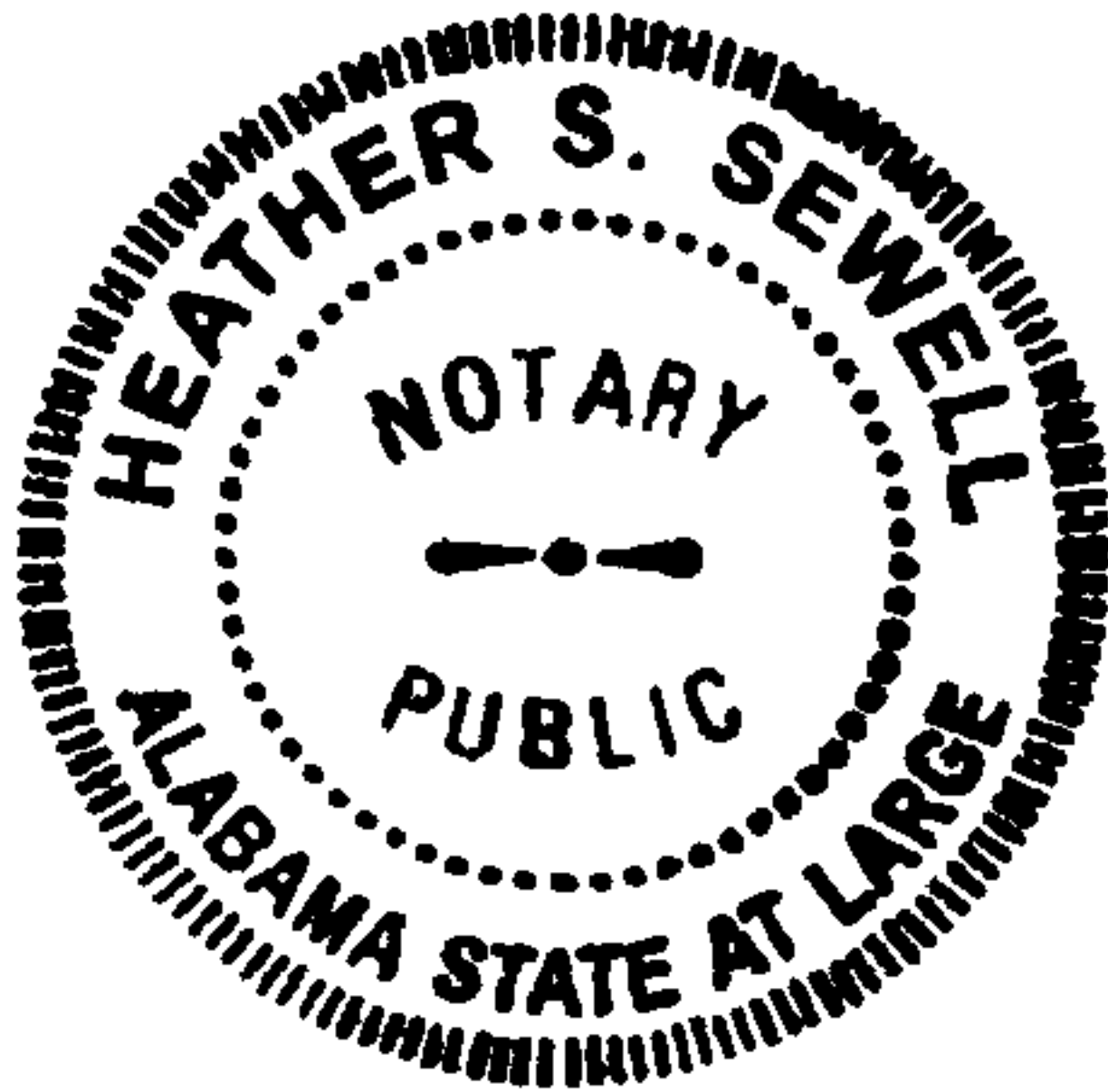


EXHIBIT A

Lot 15, according to the Preliminary map of Oak Mountain Office Park, Inc., more particularly described as follows:

A parcel of land located in the Northwest $\frac{1}{4}$ of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of said Northwest $\frac{1}{4}$; thence in a southerly direction along the East line of said $\frac{1}{4}$ a distance of 446.20 feet to the Southeast right of way line of Oak Mountain State Park Road; thence 53 degrees 05 minutes right in a southwesterly direction along said right of way a distance of 1432.0 feet to the Point of Beginning; thence continue along last described course a distance of 107.74 feet to a point on a curve to the right, said curve having a central angle of 7 degrees 06 minutes 30 seconds left, measured to tangent of said curve; thence in a southwesterly direction along arc of said curve a distance of 149.65 feet to end of said curve; thence continue in a southwesterly direction a distance of 203.80 feet to a point on a curve to the left, said curve having a central angle of 8 degrees 37 minutes 54 seconds and a radius of 469.24 feet; thence 143 degrees 40 minutes 36 seconds left, measured to tangent of said curve; thence in a northeasterly direction along arc of said curve a distance of 70.69 feet to end of said curve; thence continue in a northeasterly direction a distance of 106.86 feet to the beginning of a curve to the right, said curve having a central angle of 8 degrees 15 minutes and a radius of 1069.44 feet; thence along arc of said curve in a northeasterly direction a distance of 153.99 feet to end of said curve; thence continue in a northeasterly direction a distance of 75.08 feet; thence 95 degrees 02 minutes 30 seconds left in a northwesterly direction a distance of 193.71 feet to the Point of Beginning.

LESS AND EXCEPT property conveyed to William A. Davis in deed recorded in Inst. No. 20030311000148450 in Probate Office of Shelby County, Alabama.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 07/03/2023 10:52:30 AM
 \$166.45 PAYGE
 20230703000197160

Allie S. Bayl