

THIS INSTRUMENT PREPARED BY:

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NOTE TO RECORDING OFFICE: (1) This is an amendment to that certain Construction Mortgage recorded in Instrument Number 20210614000288240 in the Office of the Judge of Probate of Shelby County, Alabama; and (2) this amendment increases the principal amount of indebtedness secured by the mortgage from \$392,000.00 to \$487,616.82.

AMENDMENT TO CONSTRUCTION MORTGAGE

STATE OF ALABAMA)

SHELBY COUNTY)

THIS AMENDMENT TO CONSTRUCTION MORTGAGE ("Amendment to Mortgage") is made this 29th day of June, 2023, by and between **CARLISLE CREEK CONSTRUCTION, LLC** ("Mortgagor") and **SOUTHPOINT BANK** ("Mortgagee"), as follows:

RECITALS:

A. On or about June 4, 2021, Mortgagee made a Loan to Mortgagor as evidenced by a promissory note (the "Note") in the original principal amount of \$392,000.00 (the "Loan").

B. The Note is secured by a Construction Mortgage executed by Mortgagor to Mortgagee and recorded in Instrument Number 20210614000288240 in the Office of the Judge of Probate of Shelby County (the "Mortgage").

C. Mortgagor has requested to increase principal amount of the Loan.

D. Mortgagee has agreed to increase the principal amount of the Loan conditioned on Mortgagor executing this Amendment to Mortgage.

E. The increased principal amount of the Loan to \$487,616.82 is evidenced by an Amendment to Promissory Note executed by Mortgagor in favor of Mortgagee of even date herewith.

F. Mortgagor has agreed to execute this Amendment to Mortgage to increase the principal amount of indebtedness secured by the Mortgage.

NOW, THEREFORE, in consideration of the recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

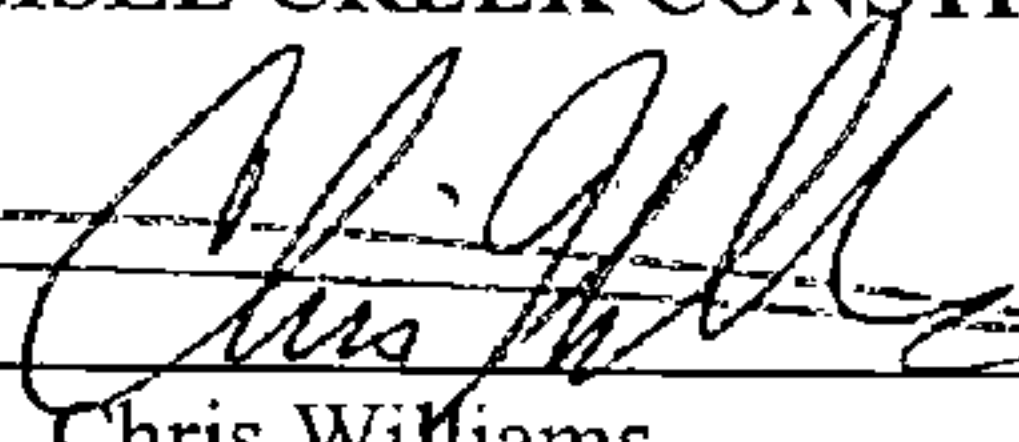
1. **Modification of Principal Amount Secured.** The principal amount of indebtedness secured by the Mortgage is hereby increased from \$392,000.00 to \$487,616.82.
2. Mortgagor and Mortgagee hereby expressly incorporate and adopt by reference the terms and conditions of the Mortgage as if set out in full herein.
3. All of the terms, covenants and conditions contained in the Mortgage shall remain in full force and effect and are hereby ratified and affirmed and the liens created by the Mortgage shall not be affected or impaired by this Amendment to Mortgage.

[signature page to follow]

IN WITNESS WHEREOF, Mortgagor has caused this Amendment to Mortgage to be executed by its duly authorized representative on the day and year first above written.

MORTGAGOR

CARLISLE CREEK CONSTRUCTION, LLC

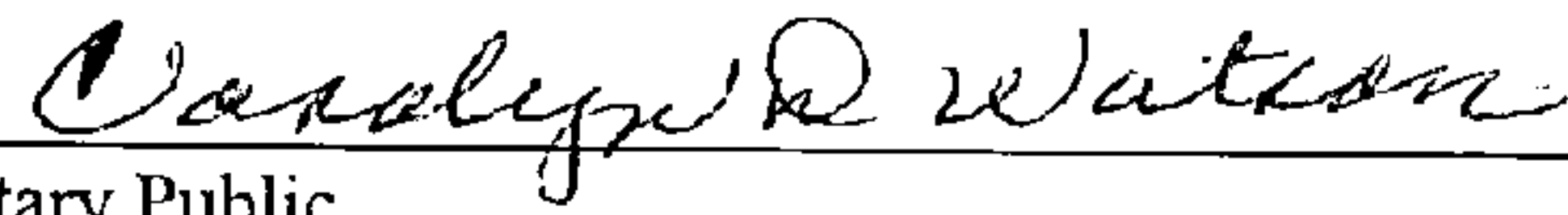
By: 
Name: Chris Williams
Title: Manager

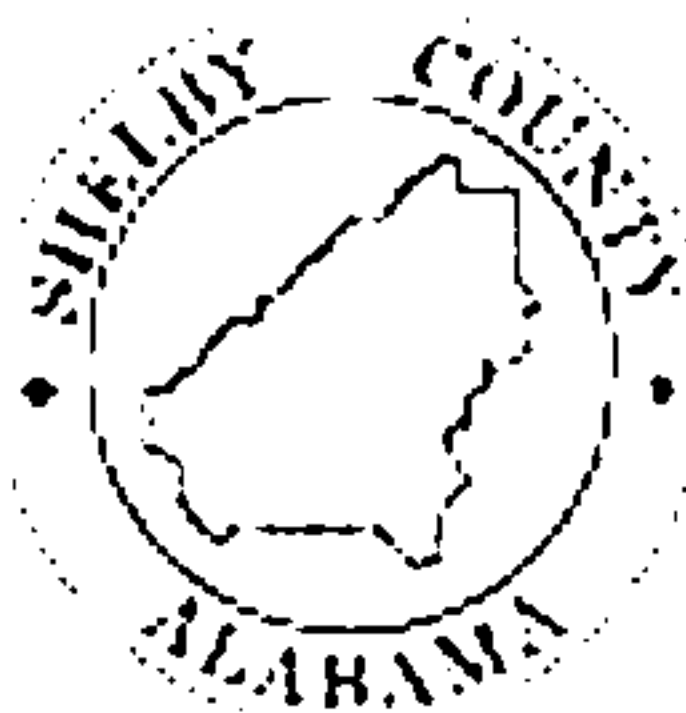
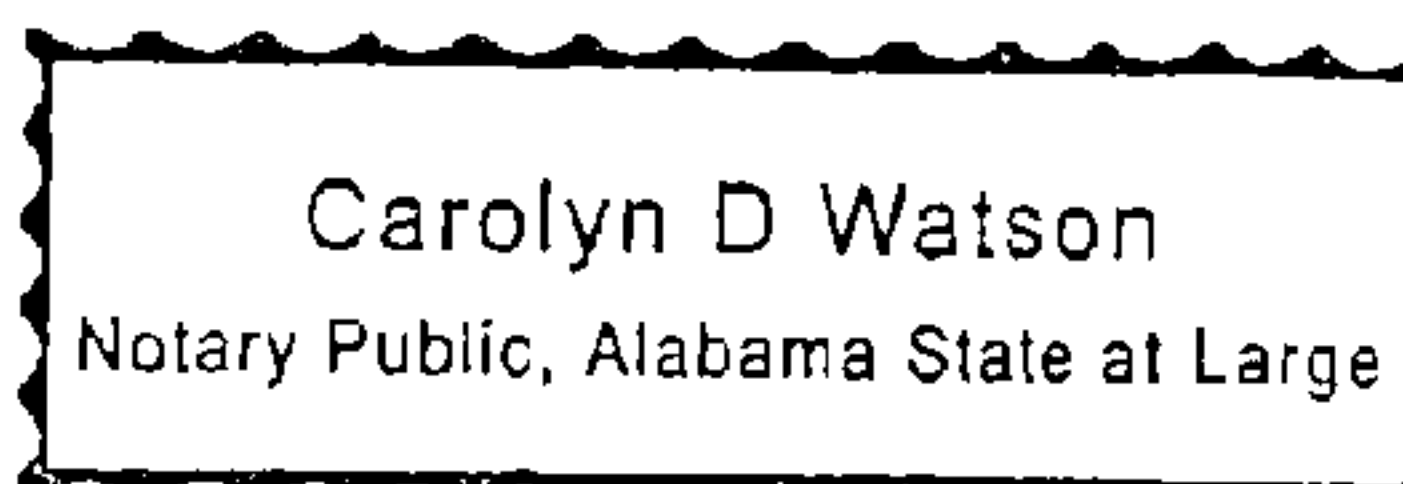
STATE OF ALABAMA)

Jefferson COUNTY)

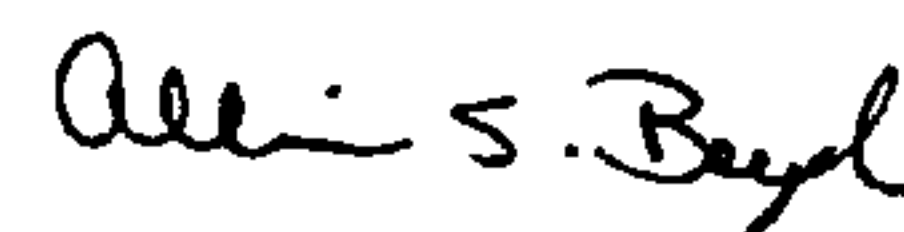
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Chris Williams**, whose name as Manager of **Carlisle Creek Construction, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such Manager of **Carlisle Creek Construction, LLC**, 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 of office, this 29th day of June, 2023.


Notary Public
Print Name: Carolyn D. Watson
My Commission Expires: 9-20-2025



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/12/2023 02:57:29 PM
\$171.55 JOANN
20230712000208430



Signature Page to
Amendment to Mortgage