

Prepared by, and recording requested by:
Andrea L. Weed, Esq.
Burr & Forman LLP
420 N. 20th St., Suite 3400
Birmingham, Alabama 35203

After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
7711 Plantation Rd., 1st Floor
MAC R4057-01R
Roanoke, VA 24019

MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX PURPOSES IS BEING INCREASED FROM \$5,590,000.00 to \$6,000,000.00. TAX ON \$3,500,000.00 HAS BEEN PREVIOUSLY PAID UNDER INSTRUMENT # 20130205000050140 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, AND TAX ON \$2,090,000.00 HAS PREVIOUSLY BEEN PAID UNDER INSTRUMENT NO. 20180808000281890 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA. THEREFORE, RECORDING TAX IS DUE ON THE PRINCIPAL INCREASE OF \$410,000.00.

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

THIS MODIFICATION (this "**Modification**") is entered into as of June 29, 2023 by and between EDWIN B. LUMPKIN, JR., an unmarried man ("**Mortgagor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Mortgagee**").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Mortgage and Assignment of Rents and Leases dated as of January 31, 2013, executed by Mortgagor to Mortgagee, and recorded on February 5, 2013 in as Instrument No. 20130205000050140 in the Office of the Judge of Probate of Shelby County, Alabama (the "**Recording Office**"), as modified by that certain Modification of Mortgage and Assignment of Rents and Leases dated July 13, 2018 and recorded in the Recording Office on August 8, 2018 as Instrument No. 20180808000281890 (as modified, the "**Mortgage**"), which Mortgage encumbers certain property more particularly described in Exhibit A attached hereto.

B. Certain additional obligations have been or are to be incurred which are to be secured by the Mortgage, and Mortgagor and Mortgagee have agreed to modify the Mortgage to reflect said additional obligations as secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Mortgage is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Mortgagee of all indebtedness and performance of all obligations evidenced by and arising under that certain Note Modification Agreement dated as of even date herewith by and between Mortgagor and Mortgagee, evidencing an increase to the maximum principal amount of the Note (as defined in the Mortgage) in the amount of \$410,000.00, for a new maximum principal amount of **SIX MILLION AND 00/100 DOLLARS (\$6,000,000.00)**, together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced by said promissory note, even if not specifically referenced therein.

2. The real property and the whole thereof described in the Mortgage shall remain subject to the lien, charge or encumbrance of the Mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Mortgage, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Mortgage.

3. Mortgagor confirms that, as of the date hereof, it has no offsets or defenses with respect to its obligations under the Mortgage (as herein modified), the Note or the Credit Agreement.

4. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

5. This Modification is not and shall not constitute a novation of the Secured Obligations.


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IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

MORTGAGEE:

MORTGAGOR:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 
Name: J. Brooks Emery IV
Title: Director


EDWIN B. LUMPKIN, JR.

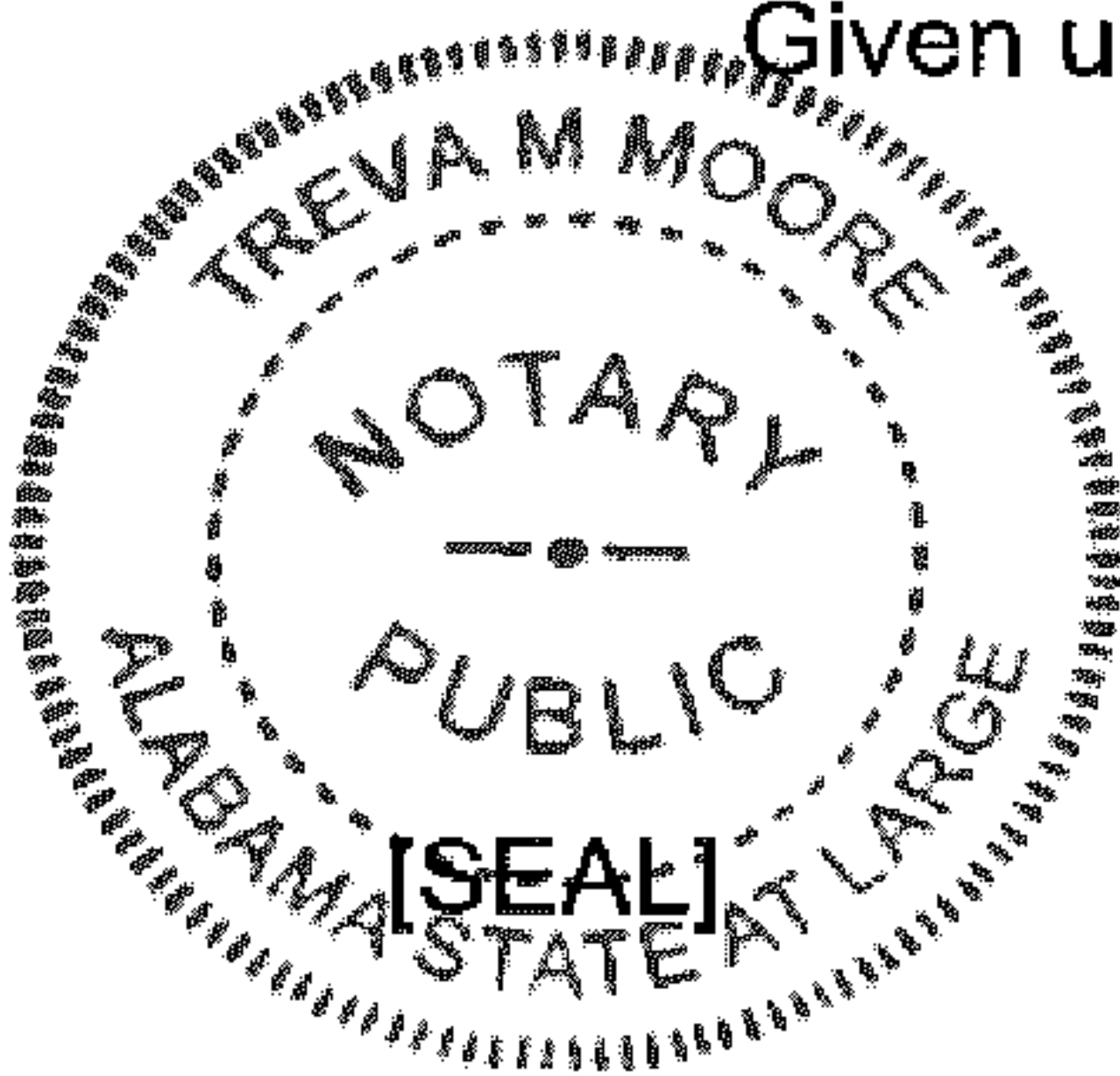
NOTARY ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES

STATE OF ALABAMA)

COUNTY OF Shelby)

I, Treva M. Moore, a Notary Public in and for said County in said State, hereby certify that Edwin B. Lumpkin, Jr., whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 29 day of June, 2023.



TREVA M. MOORE
Notary Public, Alabama State At Large
My Commission Expires APRIL 17, 2024

My Commission Expires: April 17, 2024

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Marnesha Patton, a Notary Public in and for said County in said State, hereby certify that John Brook Emory IV, whose name as Director of Wells Fargo Bank, National Association, a national banking association, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and seal, this 29 day of June, 2023.

Marnesha Patton
NOTARY PUBLIC

My Commission Expires: 03-01-2027

[SEAL]

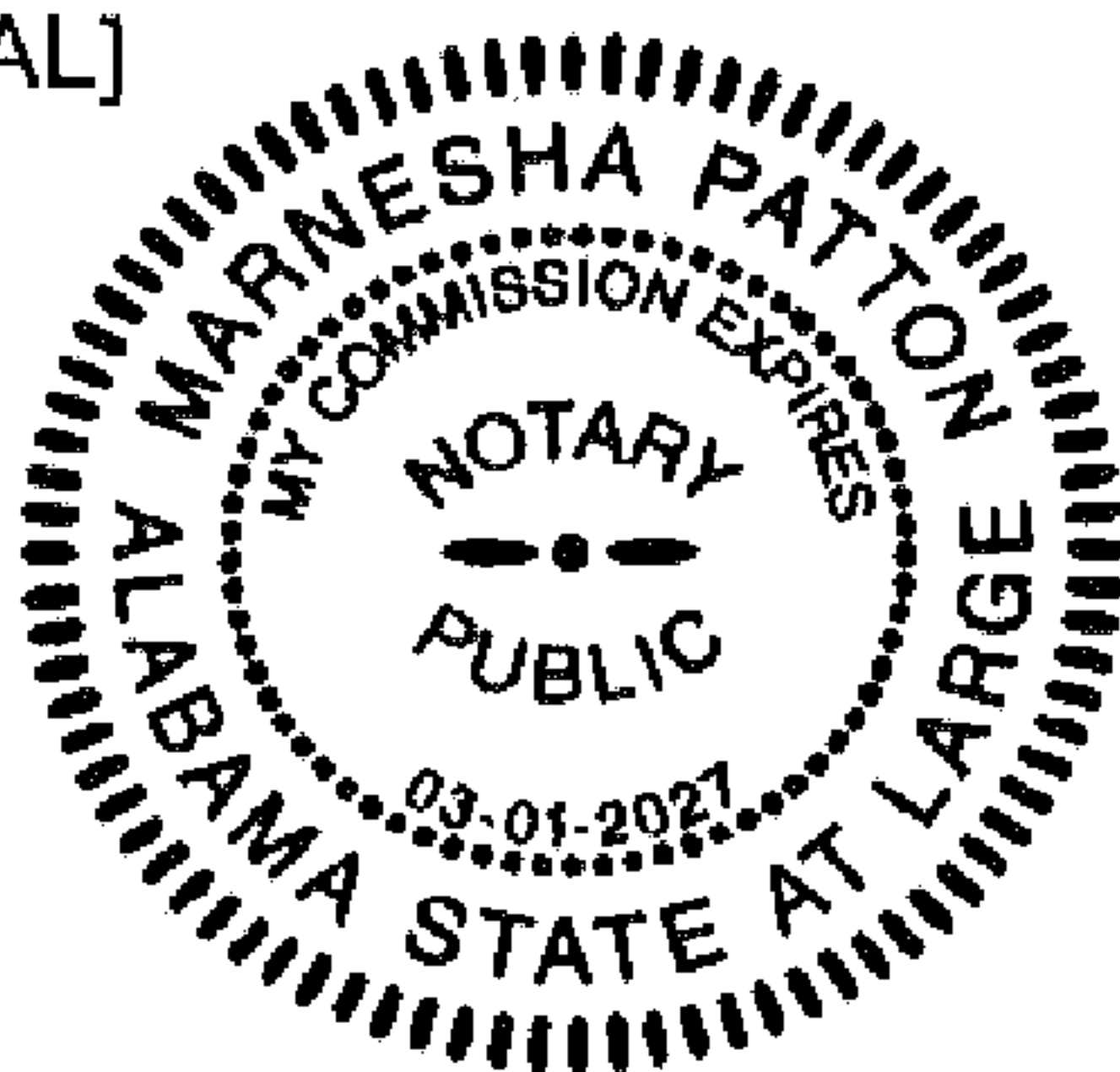
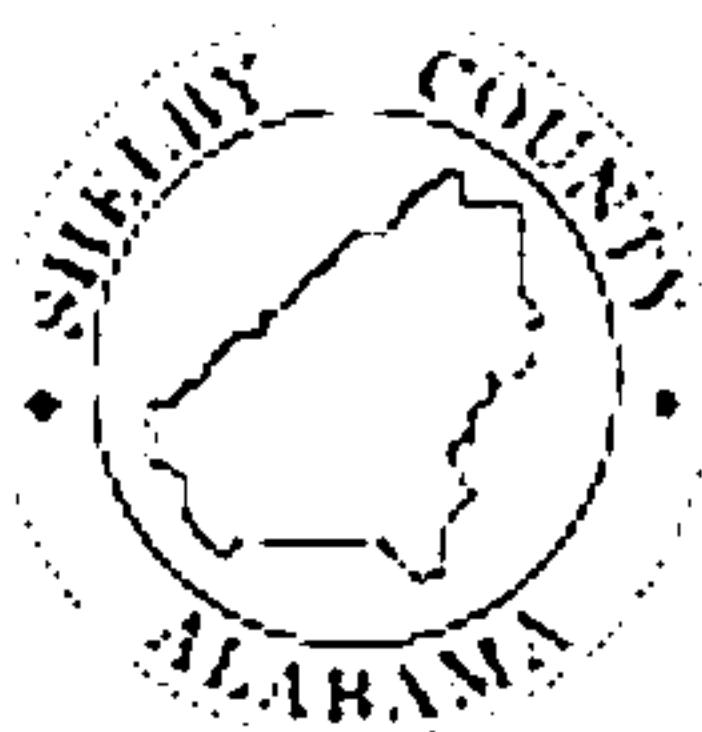


EXHIBIT A

A parcel of land located in Shelby County, Alabama, being more particularly described as follows:

Tract 2-A in the Northeast $\frac{1}{4}$ of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, also known as the resurvey of Lot 2 of the J.R. McMillian Survey, as recorded in Map Book 19, Page 81 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/17/2023 11:13:50 AM
\$650.00 JOANN
20230717000212030

Allen S. Bayl