

This Document prepared by:
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600 University Park Place, Suite 100
Birmingham, Alabama 35209

STATE OF ALABAMA
COUNTY OF SHELBY

Loan # 2033027

MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES
MODIFICATION AGREEMENT

THIS AGREEMENT effective as of the 27 day of November, 2023, by and between JT3 Properties LLC, an Alabama limited liability (herein called "Mortgagor" and/or "Assignor" and Central State Bank (herein called "Lender and/or Assignee"). Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in that certain Mortgage (the "Mortgage") and Assignment of Rents and Leases ("Assignment") between Mortgagor/Assignor and Lender/Assignee dated May 16, 2023.

WITNESSETH:

WHEREAS, Mortgagor did on May 16, 2023, execute and deliver in favor of Lender the Mortgage, which Mortgage was recorded on May 16, 2023, as Instrument #20230517000146110, in the Office of the Judge of Probate of Shelby County, Alabama encumbering the real estate legally described on Exhibit A; and

WHEREAS, Assignor did on May 16, 2023, execute and deliver in favor of Assignee the Assignment, which Assignment was recorded on May 16, 2023, as Instrument #20230517000146120, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, due to the paydown of a portion of the principal of the indebtedness secured by the Mortgage by the SBA 504 Loan, Lender/Assignee and Mortgagor/Assignor desire to reduce the amount of the indebtedness reflected in the Mortgage and the Assignment to Six Hundred Twelve Thousand Five Hundred and No/100 Dollars (\$612,500.00), the maximum principal balance due under the indebtedness.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements contained herein, the parties hereto covenant and agree with one another as follows:

1. The matters and facts set forth in the preamble hercof are correct.
2. The Mortgage is amended to reflect a current maximum principal indebtedness secured

thereof of Six Hundred Twelve Thousand Five Hundred and No/100 Dollars (\$612,500.00), to secure the payment of the Promissory Note, as amended by the Note Modification Agreement (hereinafter referred to herein as the "Promissory Note"), together with interest thereon as provided in the Promissory Note.

3. The Assignment is amended to reflect the maximum principal amount of the indebtedness evidenced by the Promissory Note, as amended by the Note Modification Agreement, as Six Hundred Twelve Thousand Five Hundred and No/100 Dollars (\$612,500.00).

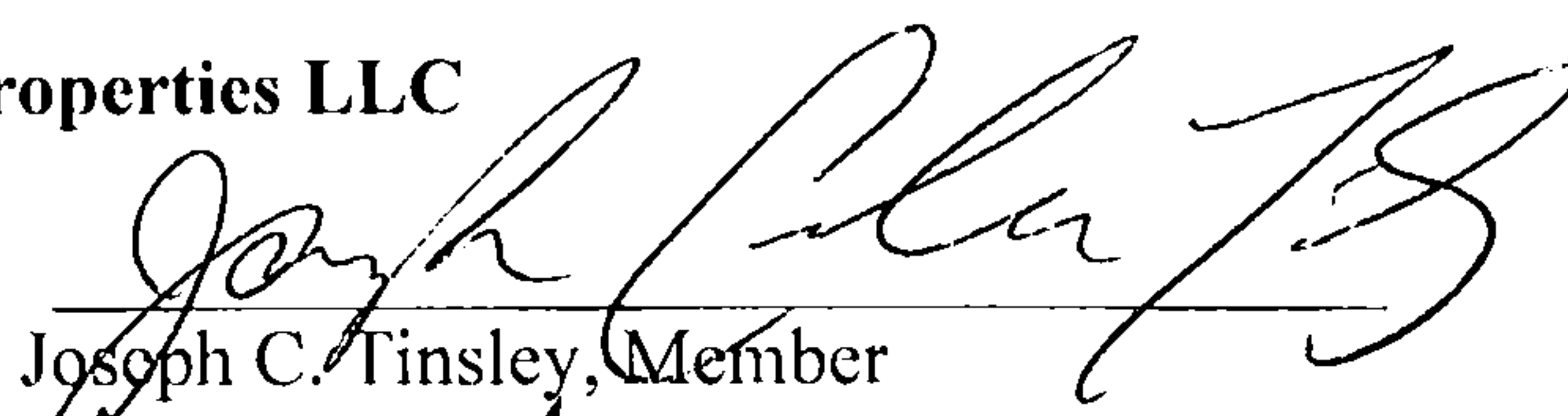
4. Each and every reference in the Mortgage and Assignment to a "Promissory Note" shall mean and include the Note Modification Agreement, it being the intent of the parties that the indebtedness secured under the Mortgage and reflected in the Assignment include, without limitation, the obligation of the Borrower to pay the principal of and interest indicated in the Note Modification Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first written above.

MORTGAGOR/ASSIGNOR:

JT3 Properties LLC

By:


Joseph C. Tinsley, Member

By:



Jessica L. Tinsley, Member

LENDER/ASSIGNEE:

Central State Bank

By:

Its:


SVP

(Acknowledgments on next page)

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Joseph C. Tinsley and Jessica L. Tinsley, whose names each as Member of JT3 Properties LLC, an Alabama limited liability company, are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they, in said capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 6th day of October, 2023.

Rosemary A. Gilmore
 NOTARY PUBLIC
 My Commission Expires: October 10, 2026

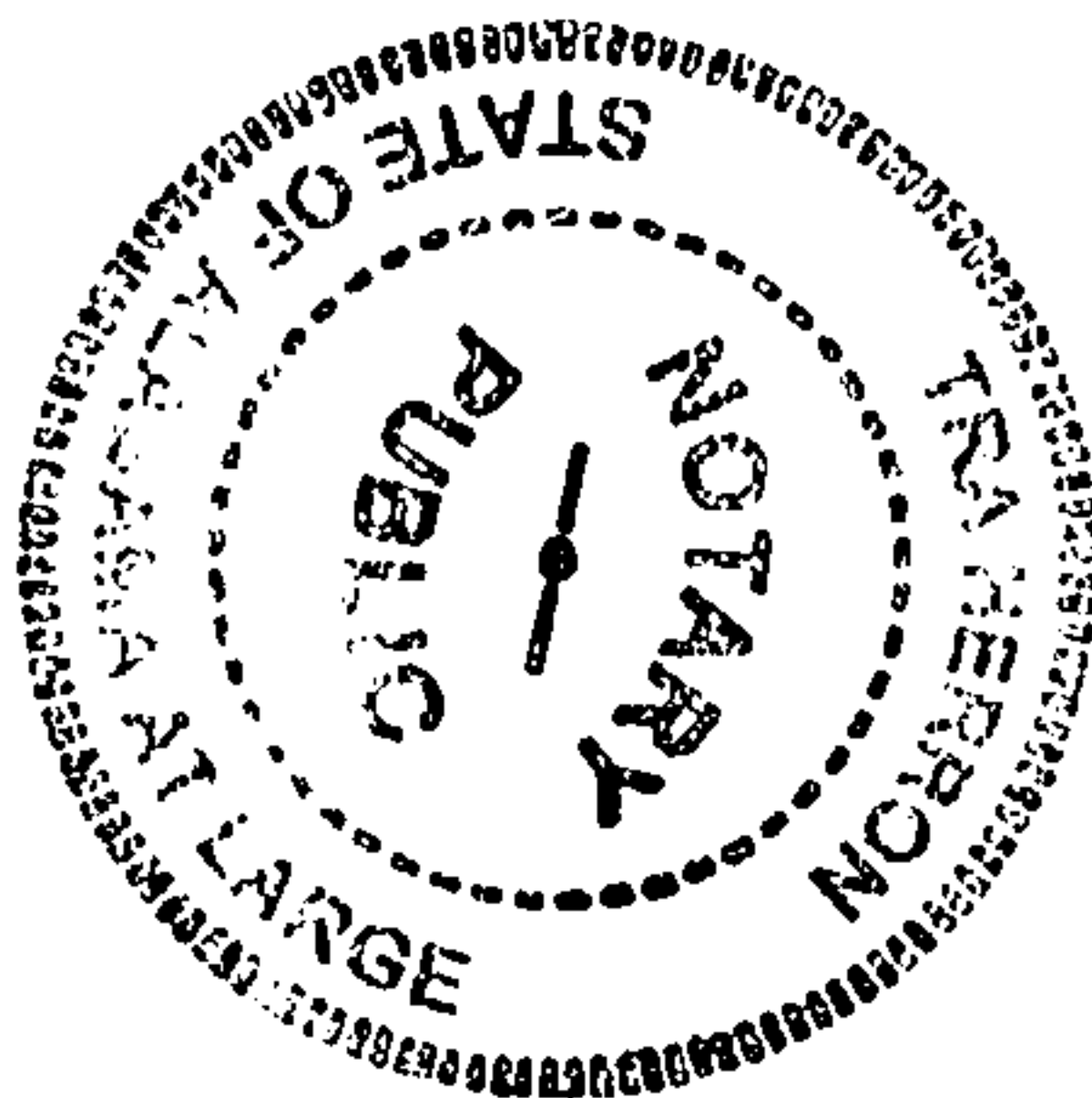


STATE OF ALABAMA

COUNTY OF Shuford

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David G. Comer whose name as Senior Vice President of Central State Bank is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he/she, in said capacity and with full authority, executed the same voluntarily for and as the act of said Renasant Bank.

Given under my hand and official seal this 5th day of October, 2023.



David G. Comer
 NOTARY PUBLIC
 My Commission Expires **March 6, 2024**

Exhibit A
Legal Description

A parcel of land situated in Northeast 1/4 of the Southeast 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 20 South, Range 3 West; thence in a Northerly direction along the Westerly line of said 1/4 - 1/4 section a distance of 523.48 feet; thence $28^{\circ}15'30''$ to the right and run 290.14 feet; thence 90° to the left and run 155.95 feet to the point of beginning of the parcel herein described; from said point turn an angle to the right of $61^{\circ}44'30''$ and 491.53 feet; thence $90^{\circ}45'30''$ to the right and run 348.63 feet; thence $112^{\circ}34'30''$ to the right and run 245.95 feet; thence 90° to the left and run 126.13 feet; thence $94^{\circ}55'30''$ to the right and run 309.82 feet; thence 90° to the right and run 99.90 feet; thence 90° to the left and run 50 feet; thence 90° to the right and run 123.43 feet to the Point of Beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/27/2023 10:41:47 AM
\$33.00 JOANN
20231127000342450

Allen S. Bayl