



20231201000347560 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
12/01/2023 10:47:15 AM FILED/CERT

PREPARED BY/AFTER RECORDING RETURN TO:
MATTHEW P. GABRIEL, ESQ.
MARTIN, TATE, MORROW & MARSTON, P.C.
6410 POPLAR AVENUE, SUITE 1000
MEMPHIS, TN 38119
PHONE (901) 522-9000

MORTGAGE MODIFICATION AGREEMENT

17th This Mortgage Modification Agreement ("**Agreement**") is made and entered into as of the day of November, 2023, by and between PINNACLE BANK, a Tennessee banking company (the "**Mortgagee**"), and AMSTOR LTD., an Alabama limited partnership, a Tennessee limited liability company, and ARMSTOR 212 NORTH LLC, an Alabama limited liability company (collectively, the "**Mortgagor**").

RECITALS:

WHEREAS, Mortgagor previously executed in favor of Mortgagee that certain Alabama Mortgage with Security Agreement dated August 19, 2021 (the "**Mortgage**"), which is of record (i) in Shelby County, under **Instrument No. 20211001000479930**, and (ii) in Jefferson County, under **Instrument No. 2021119018**;

WHEREAS, as more particularly described therein, the Mortgage secures the indebtedness evidenced by the Term Note and the Revolving Note, each as defined in the Mortgage; and

WHEREAS, the parties desire to modify the Mortgage such that the Mortgage will no longer secure the indebtedness evidenced by the Revolving Note, subject to the terms and conditions set forth herein.

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

1. Recitals. The Recitals set forth hereinabove are hereby adopted and ratified as true and correct statements of fact.

2. Modification of Mortgage. The Mortgage is hereby modified as necessary so that it will no longer secure the indebtedness evidenced by the Revolving Note. The definition of "Note" in the Mortgage is hereby amended to mean only the Term Note. Otherwise, the Mortgage shall continue in full force and effect, and is hereby modified where necessary to reflect the recitals and terms of this Agreement.



20231201000347560 2/5 \$35.00
Shelby Cnty Judge of Probate, AL
12/01/2023 10:47:15 AM FILED/CERT

3. No Novation. It is the intent of the parties hereto that this Agreement, the A&R Note and the Modification Agreement shall not be deemed to, constitute or evidence a novation or other release or discharge of either of the Existing Security Documents and shall in no way adversely affect any lien priority related to a security interest of the Mortgagee pursuant to either of the Existing Security Documents.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of any assignee and the respective heirs, executors, administrators, successors and assigns of the parties hereto.

[SIGNATURE AND ACKNOWLEDGMENT PAGES TO FOLLOW]




20231201000347560 3/5 \$35.00
Shelby Cnty Judge of Probate, AL
12/01/2023 10:47:15 AM FILED/CERT

MORTGAGE MODIFICATION AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused the execution of this Agreement effective as of the date first above written.

ARMSTOR LTD.
an Alabama limited partnership

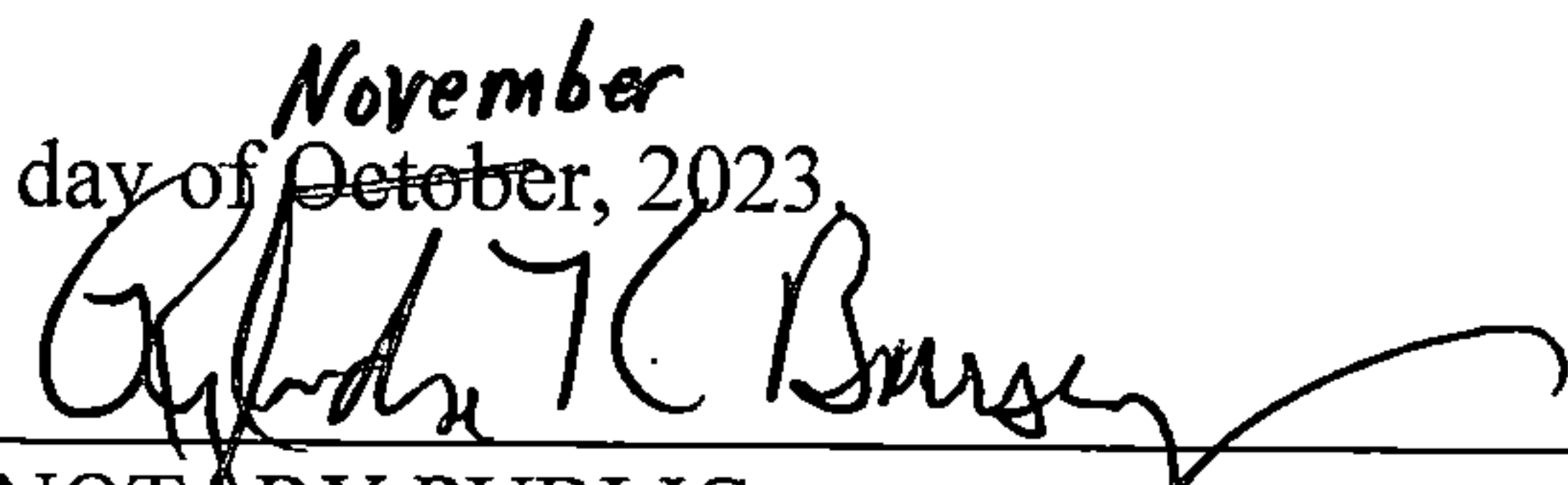
By: 
Name: Robert Parks
Title: Authorized Representative

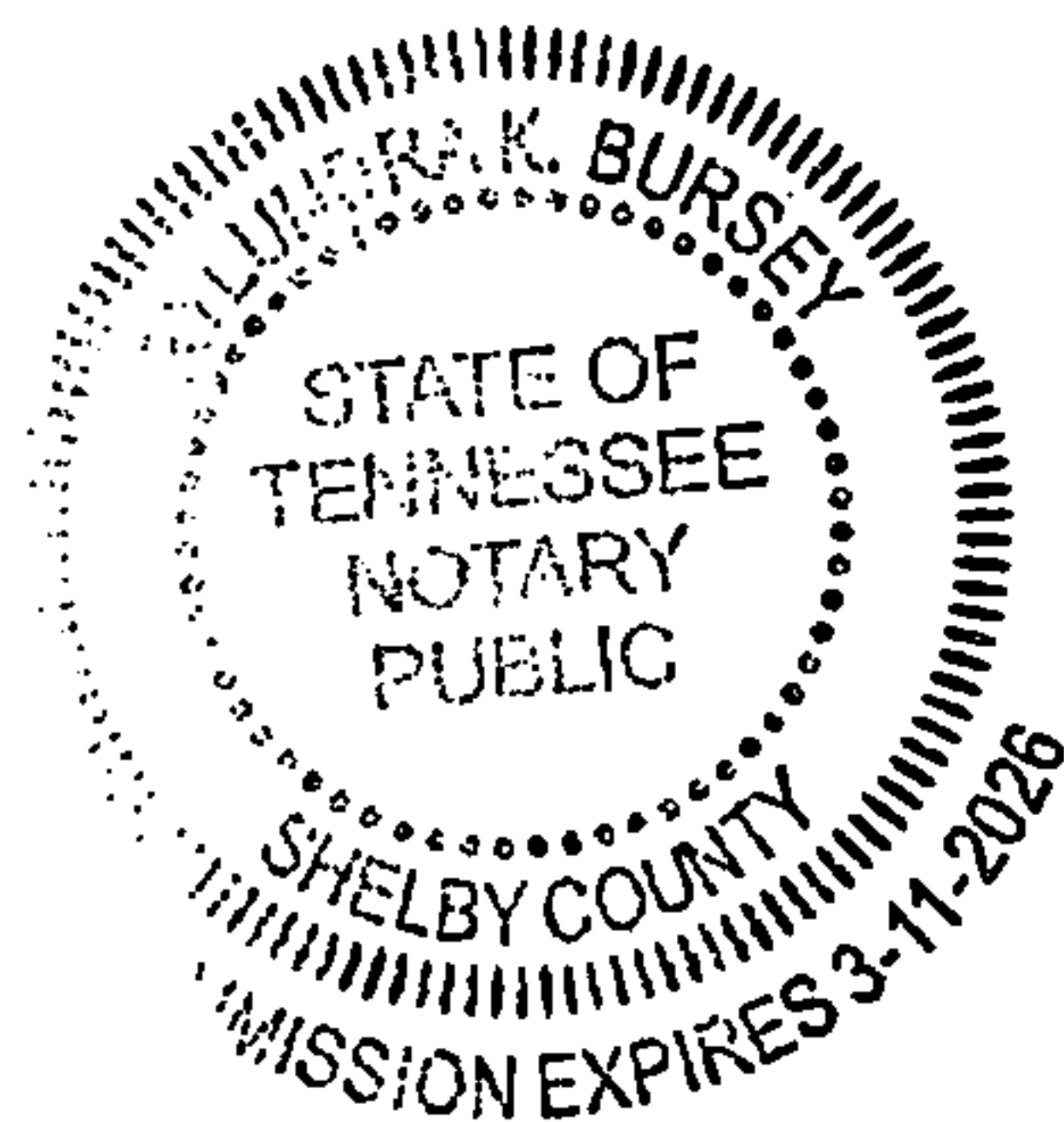
STATE OF TENNESSEE

COUNTY OF SHELBY

I, Rylunda K. Bursey, a Notary Public, in and for said County in said State, hereby certify that Robert Parks, whose name as Authorized Representative of ARMSTOR LTD., an Alabama limited partnership, 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and seal this 13th day of November, 2023


NOTARY PUBLIC
My Commission Expires: 3-11-2026





20231201000347560 4/5 \$35.00
Shelby Cnty Judge of Probate, AL
12/01/2023 10:47:15 AM FILED/CERT

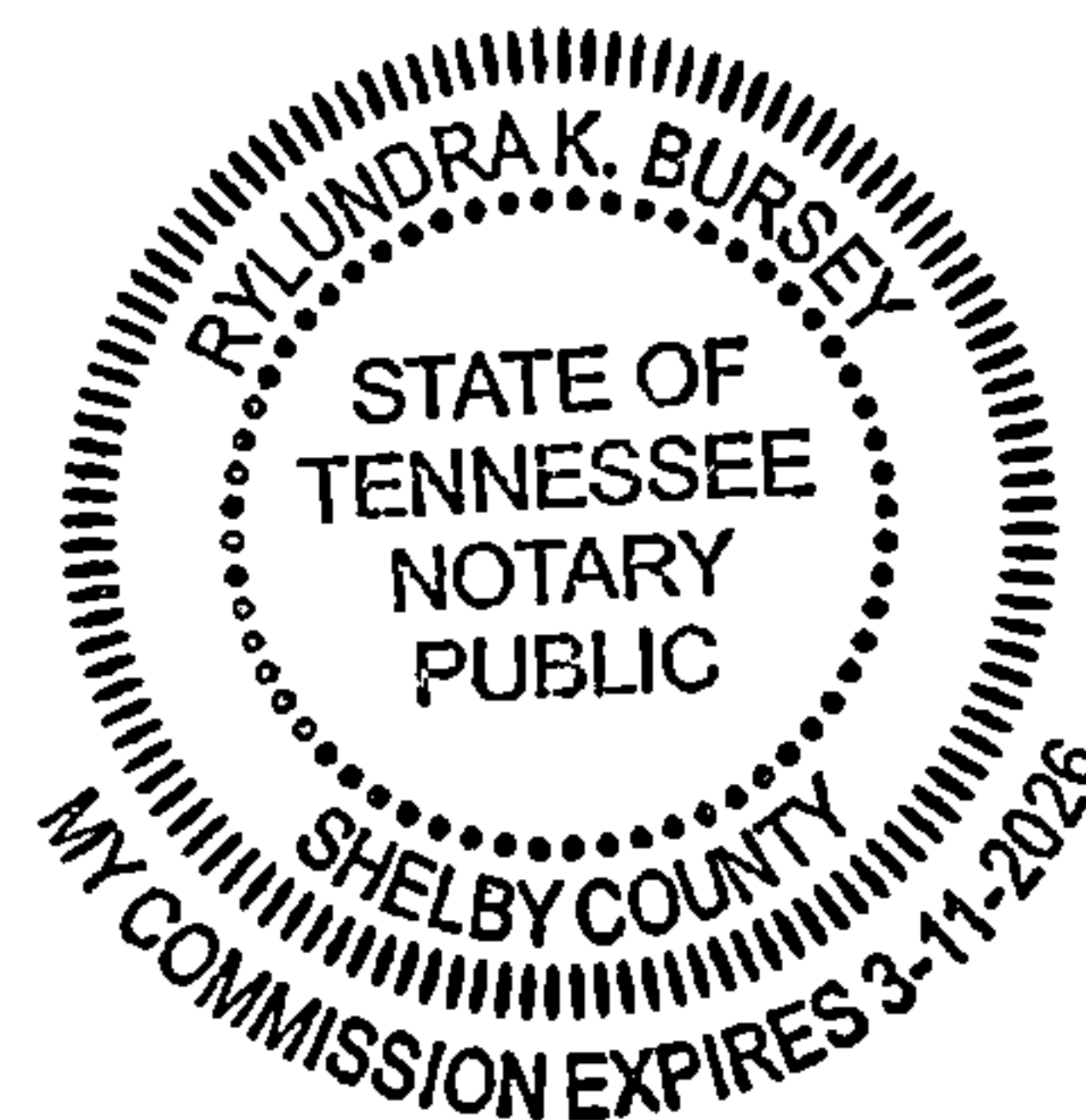
ARMSTOR 212 NORTH LLC
an Alabama limited liability company

By: [Signature]
Name: Robert Parks
Title: Treasurer

STATE OF TENNESSEE
COUNTY OF SHELBY

I, Rylundrak K. Bursey, a Notary Public, in and for said County in said State, hereby certify that Robert Parks, whose name as Treasurer of Armstor 212 North 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 instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and seal this 13th November day of ~~October~~, 2023
[Signature]
NOTARY PUBLIC
My Commission Expires: 3-11-2026





20231201000347560 5/5 \$35.00
Shelby Cnty Judge of Probate, AL
12/01/2023 10:47:15 AM FILED/CERT

PINNACLE BANK,
A Tennessee banking company

By: Joelle Rogin
Name: Joelle Rogin
Title: Senior Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

I, Matthew Gabriel, a Notary Public, in and for said County in said State, hereby certify that Joelle Rogin, whose name as Senior Vice President of Pinnacle Bank, a Tennessee banking 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 instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and seal this 13th day of November, 2023.

M. Gabriel
NOTARY PUBLIC
My Commission Expires: _____

My Commission Expires August 3, 2025

