



20241010000319200 1/5 \$36.00
Shelby Cnty Judge of Probate, AL
10/10/2024 02:20:31 PM FILED/CERT

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This instrument was prepared by Operations Department, Lucro Commercial Solutions, LLC, 1591 Summit Lake Drive, Ste 100, Tallahassee, FL 32317

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 23, 2024. The parties and their addresses are:

MORTGAGOR:

DIVINE INVESTOR GROUP LLC
An Alabama Limited Liability Company
85 Leah Lane
Calera, AL 35040

LENDER:

AVADIAN CREDIT UNION
Organized and existing under the laws of Alabama
P. O. Box 360287
Birmingham, AL 35236

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated 6/05/2024 and recorded on (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Mortgage recorded 6/7/2024 #20240607000170150 and Assignment of Leases and Rents #20240607000170160 and covered the following described Property:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

The property is located in Shelby County at 1804 Stone Brook Lane, Birmingham, Alabama 35242.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 33376240-70, dated June 5, 2024, from Mortgagor to Lender, with a modified loan amount of \$245,099.47 and maturing on March 1, 2025.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.



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SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

Divine Investor Group LLC



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By [Signature] (Seal)
Frank Griffith, Member

Date 9/23/24

[Signature]
(Witness)

[Signature]
(Witness)

LENDER:

Avadian Credit Union

By [Signature] (Seal)

Date 09/23/24

[Signature]
(Witness)

[Signature]
(Witness)

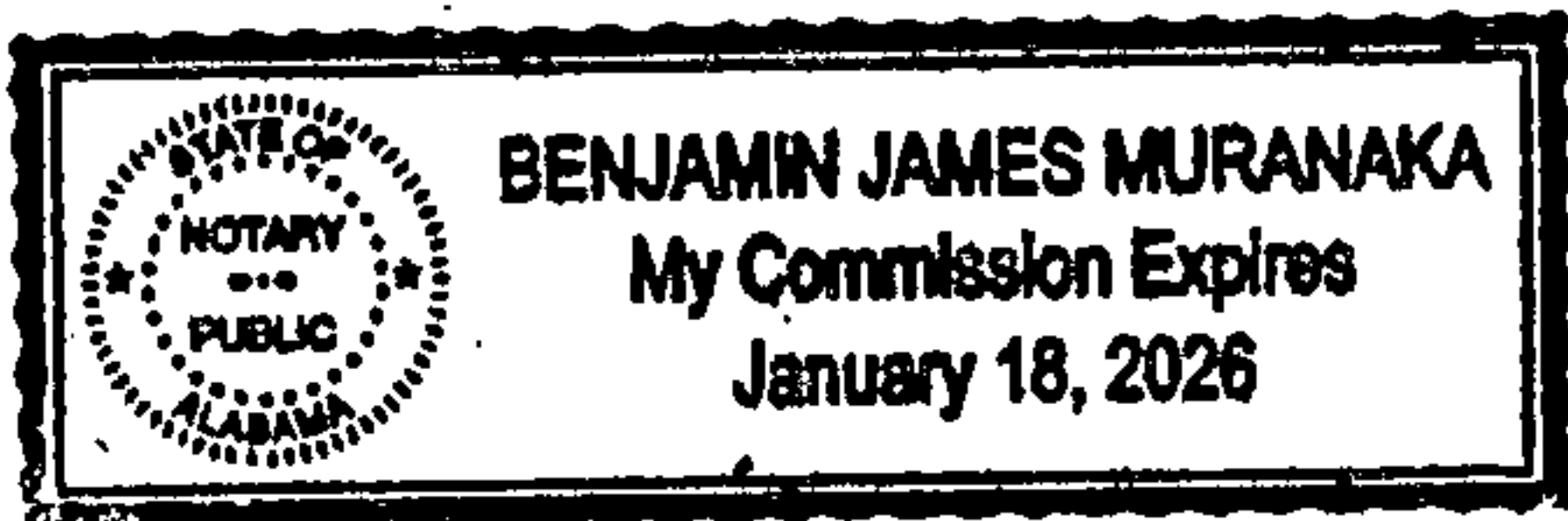
ACKNOWLEDGMENT.

State Alabama OF Shelby County OF Shelby ss.

I, Benjamin Muranaka, a notary public, in and for said County in said State, hereby certify that Frank Griffith, whose name(s) as Member of the Divine Investor Group LLC, a Limited Liability Company, is/are 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/they, in his/her/their capacity as such Member, executed the same voluntarily on the day the same bears date. Given under my hand this the 23rd day of September, 2024.

My commission expires: 1/18/2026

[Signature]
(Notary Public)



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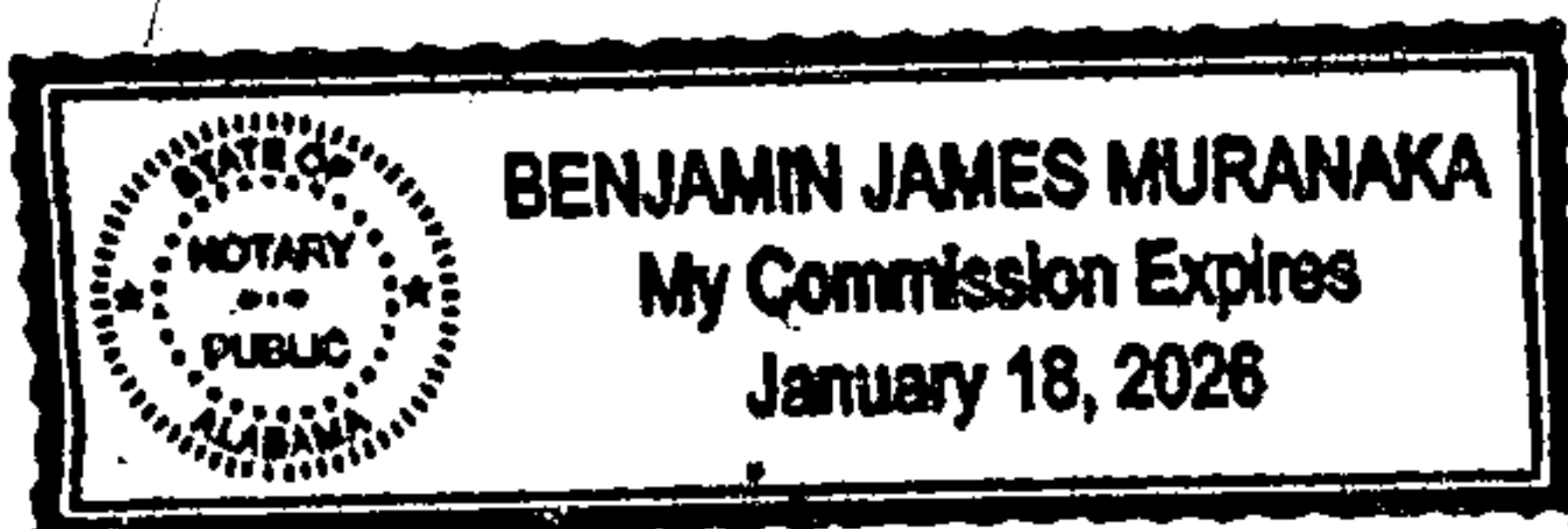
(Lender Acknowledgment)

State Alabama OF Shelby County OF Shelby ss.

I, Benjamin Muranaka, a notary public, in and for said County in said State, hereby certify that Blake Watkins, whose name(s) as Lender of Avadian Credit Union, a corporation, is/are 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/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 23rd day of September, 2024.

My commission expires: 1/18/2026

[Signature]
(Notary Public)



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Exhibit A

LOT 6-A, ACCORDING TO THE MAP OF COTTAGES OF BROOK HIGHLANDS, AS RECORDED IN MAP BOOK 16, PAGE 129, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGIN AT THE COMMON FRONT CORNER OF SAID LOT 6-A AND LOT 5-B (ON STONE BROOK LANE) OF SAID SUBDIVISION; THENCE RUN SOUTHWESTERLY ALONG THE COMMON LINE OF SAID LOTS FOR 81.73 FEET; THENCE 176° 56' 00" LEFT AND RUN NORTHEASTERLY FOR 46.72 FEET; THENCE 02° 29' 00" LEFT AND RUN 35.03 FEET TO THE POINT OF BEGINNING.

Source of Title: Warranty Deed from Cynthia N. Pinhas to Cynthia N. Pinhas, Trustee under Cynthia N. Pinhas Living Trust dated January 26, 2021 dated January 26, 2021 and recorded June 3, 2021 as instrument 20210503000219740 in the Office of the Judge of Probate of Shelby County.