

STATE OF ALABAMA
COUNTY OF JEFFERSON
COUNTY OF SHELBY

AMENDMENT TO MASTER MORTGAGE

This Amendment amends that certain Master Mortgage (hereinafter "Mortgage") dated the 26th day of May, 2022, between **TOWER DEVELOPMENT, INC.**, an Alabama corporation, (hereinafter referred to as the "Mortgagor"), and **UNITED COMMUNITY BANK, as successor in interest to PROGRESS BANK & TRUST**, an Alabama banking corporation, (hereinafter "Mortgagee").

This Amendment to Mortgage ("this Amendment") dated as of January 27, 2025 is entered into by Mortgagor, and Mortgagee.

RECITALS

A. The Mortgage was recorded on June 1, 2022, as Inst. # 2022060467, in the Office of the Judge of Probate of **Jefferson County**, Alabama, and on July 17, 2024, as Inst. # 20240717000216980 in the Office of the Judge of Probate of Shelby County, Alabama.

B. The Mortgage states that Mortgagor is indebted to Mortgagee in the aggregate principal sum of \$5,000,000.00, as evidenced by a Master Revolving Line of Credit Promissory Note dated May 26, 2022 (collectively along with all renewals, extensions, and modifications, the "Note").

C. Upon the recordation of the Mortgage, the mortgage tax pertaining to the aforementioned indebtedness was paid in full.

D. This amendment will not change the maturity date of the Mortgage or the Note.

E. Mortgagor desires to make, execute, and deliver this Amendment to further secure Mortgagor's obligations under the Note, and Mortgagor enters into this Amendment for that purpose.

F. This Amendment adds the property described on the Exhibit hereto (the "Added Property") to the Mortgage.

G. This Amendment only adds to and does not release or replace any portion of the Mortgage, as amended on this date.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Mortgagee to make a sub-loan under the Note to Mortgagor, the Mortgage is hereby amended to add the Added Property to the Mortgage.

In such regard, Exhibit "A" of the Mortgage and the Mortgaged Property described in the Mortgage, without being replaced or removing any portion thereof, shall include the Added Property.

Mortgagor does hereby grant, bargain, sell, and convey (in accordance with the terms of the Mortgage) to Mortgagee the Added Property.

All of the terms and provisions of the Mortgage not specifically amended herein are hereby reaffirmed, ratified, and restated. This amendment amends the Mortgage and is not a novation thereof.

Mortgagor does hereby agree and direct Mortgagee to take any action necessary to conform the Mortgage to the terms herein cited.

IN WITNESS WHEREOF, we have hereto set their hands and seals effective as of the date first written above.

GRANTOR: **TOWER DEVELOPMENT, INC.**, an Alabama corporation

By: W. Price Hightower III or Clint Johnston
Its: Agent to Request Advances

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned Notary Public, in and for said County and State hereby certify that Clint Johnston, whose name as Agent to Request Advances of **TOWER DEVELOPMENT, INC.**, an Alabama corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation and in my presence.

Given under my hand and official seal this ^{9th} ~~27th~~ day of January, 2025.

(Notary Seal)

this ^{9th} ~~27~~ day of January, 2025
Duffy Sue Kapter Stevens
 Notary Public

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDATION SHOULD BE
RETURNED TO:

United Community Bank
633 Chestnut Street Suite 100
Chattanooga, TN 37450



EXHIBIT

Lots 2, 3, 4, 5, 29, 32 and 33, according to the Survey of Huntley Ridge Subdivision Phase 1, as recorded in Map Book 59, Page 98, in the Probate Office of Shelby County, Alabama



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/28/2025 02:48:47 PM
\$29.00 JOANN
20250128000026750**

Allie S. Bayl