

**SECOND MODIFICATION OF MORTGAGE AND  
ASSIGNMENT OF RENTS AND LEASES**

THIS **MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES** is effective as of the 19<sup>th</sup> day of May, 2025, by and between **538 Properties, LLC, an Alabama limited liability company** (the "Mortgagor") and **ServisFirst Bank**, an Alabama state bank (the "Lender").

**BACKGROUND**

Mortgagor executed a mortgage to Lender dated February 8, 2017, and filed February 9, 2017, in Instrument No. 20170209000049240 in the Probate Court of Shelby County, Alabama, together with an Assignment of Rents and Leases dated February 8, 2017, and filed February 9, 2017, in Instrument Number 20170209000049250 in the Probate Court of Shelby County, Alabama, covering the property described as Lot 1, according to Scott's Addition to Helena, as recorded in Map Book 42, Page 95, in the Probate Office of Shelby County, Alabama (the "Mortgage"). The Mortgage and Assignment of Rents and Leases secured a loan from Lender to Mortgagor. The Mortgage and Assignment of Rents and Leases was modified by the Modification of Mortgage and Assignment of Rents and Leases dated July 17, 2020, and filed August 24, 2020, in Instrument No. 20200824000368100 in the Probate Office of Shelby County, Alabama, increasing the loan amount of the Mortgage and Assignment of Rents and Leases from Nine Hundred Thousand and No/100 Dollars (\$900,000.00) to One Million Five Hundred Fifty One Thousand Eight Dollars and No/100 Dollars (\$1,551,008.45).

Mortgagor and Lender have agreed that the modified Mortgage and Assignment of Rents and Leases shall be increased from One Million Five Hundred Fifty-One Thousand Eight Dollars and No/100 Dollars (\$1,551,008.45) to One Million Eight Hundred Ninety Five Thousand Five Hundred and No/100 Dollars (\$1,895,500.00).

**MODIFICATION**

For value received, Mortgagor and Lender agree to modify the Mortgage and Assignment of Rents and Leases by increasing the amount of the modified Mortgage and Assignment of Rents and Leases from One Million Five Hundred Fifty One Thousand Eight Dollars and No/100 Dollars (\$1,551,008.45) to One Million Eight Hundred Ninety Five Thousand and No/100 Dollars (\$1,895,000.00).

**WARRANTY OF TITLE**

Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Mortgage and have 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.

**CONTINUANCE OF TERMS**

Except as specifically amended in this Modification, all of the terms of the Mortgage and Assignment of Rents and Leases shall remain in force and effect.

MORTGAGOR:


538 Properties, LLC, an Alabama limited liability company

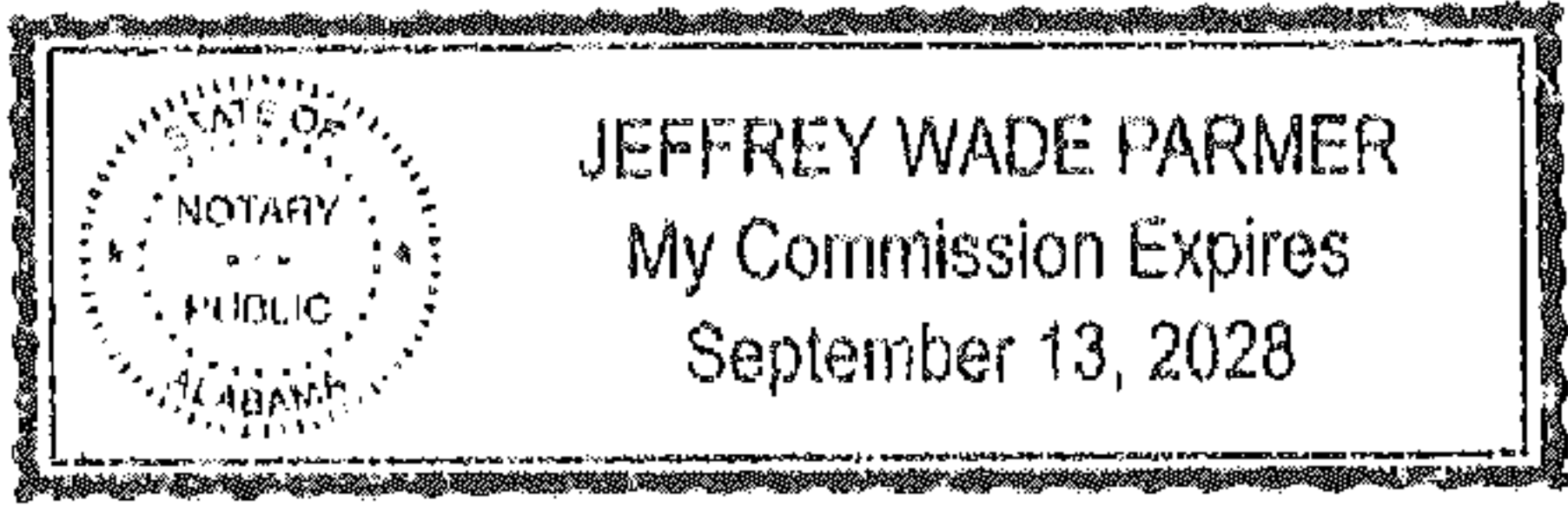
By:  [SEAL]  
John C. Kearney, its Managing Member

STATE OF Alabama )  
COUNTY OF Jefferson )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that John C. Kearney, whose name as Managing Member of 538 Properties, 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 as such Managing Member and with full authority, executed the same as the act of said company.

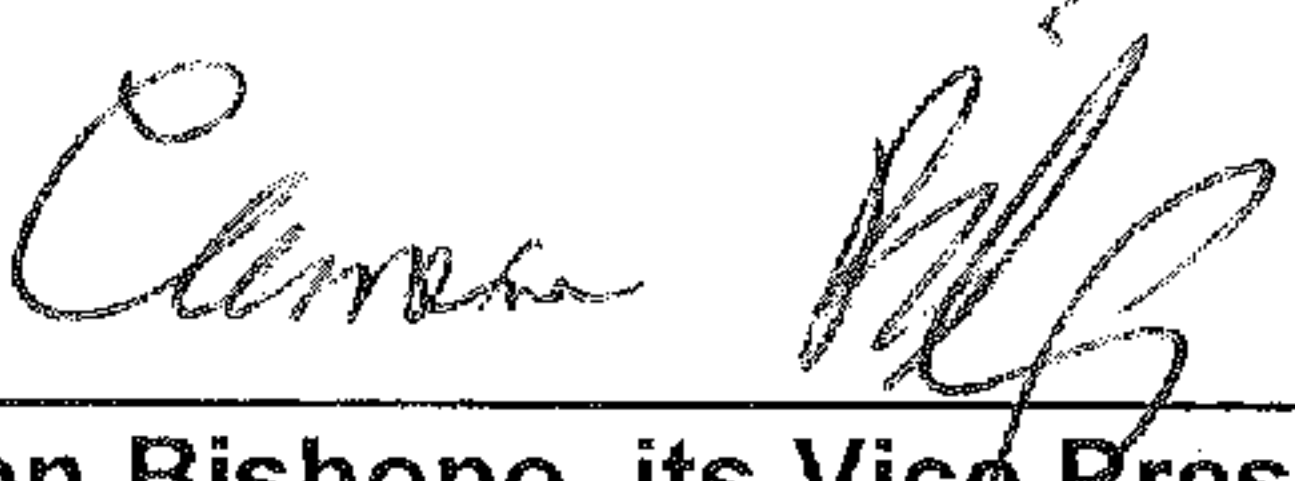
Given under my hand and official seal this 19<sup>th</sup> day of May, 2025

  
NOTARY PUBLIC –   
My Commission Expires: 9.13.2028



LENDER:


ServisFirst Bank, an Alabama State Bank

By:  [SEAL]  
Cameron Bishopo, its Vice President

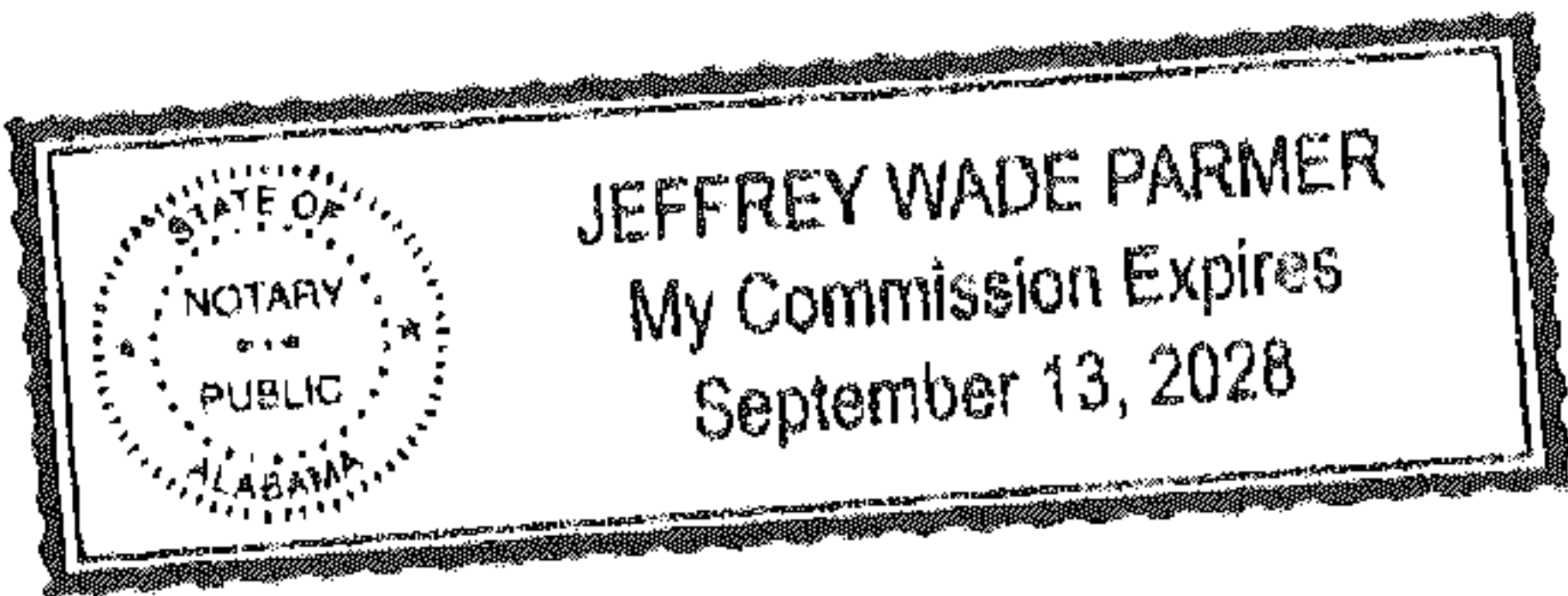
STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Cameron Bishop, whose name as Vice President of ServisFirst Bank, 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 Vice President and with full authority, executed the same as the act of said bank.

Given under my hand and official seal this 19<sup>th</sup> day of May, 2025.

  
NOTARY PUBLIC – Jeff W. Parmer  
My Commission Expires: 9-13-2028

This Instrument Prepared By:  
Jeff W. Parmer  
LAW OFFICES OF JEFF W. PARMER, LLC  
2204 Lakeshore Drive, Suite 125  
Birmingham, AL 35209  
(205) 871-1440



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/20/2025 11:38:10 AM  
\$546.75 JOANN  
20250520000152670

Allen S. Bayl