

CYNTHIA B FORTE  
BERKELEY COUNTY  
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

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**\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\***

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**\*\*\* ELECTRONICALLY RECORDED DOCUMENT \*\*\***

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Instrument #: 2020028884

Receipt Number: 174764      Return To:

Recorded As: EREC-MODIFICATION OF MORTGAGE

Recorded On: August 04, 2020

Recorded At: 10:39:21 AM      Received From: SIMPLIFILE

Recorded By: ROBIN MCMAKIN      Parties:

Book/Page: RB 3449: 574 - 580      Direct- CENTER PARK HOMES LLC

Total Pages: 7      Indirect- GRANDSOUTH BANK

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**\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\***

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Recording Fee: \$10.00

Tax Charge: \$0.00



*Cynthia B. Forte*  
Cynthia B Forte - Register of Deeds

Prepared by and return to:  
**Harvey & Vallini, LLC**  
 497 Bramson Court, Ste 201  
 Mt. Pleasant, SC 29464  
*Attention: Carolyn Poling/Melinda Kirton*  
 File Number: 20-10848sch

**Mortgage Modified Hereby (Berkeley County, South Carolina):**

Book 3434 Pages 182-206

**MORTGAGE MODIFICATION**

This MORTGAGE MODIFICATION (hereinafter referred to as "**Modification**") is made effective the 31<sup>st</sup> day of July, 2020, by and between **Center Park Homes, LLC**, a South Carolina limited liability company, with an address of 501 Belle Hall Parkway, Mount Pleasant, SC 29464 (collectively, if more than one, "**Mortgagor**") and **GrandSouth Bank** whose address is 291 East Bay Street, 1<sup>st</sup> Floor, Charleston, SC 29401, Attn: Robert Phillips ("**Bank**"). Bank is the mortgagee hereunder for indexing purposes by the register of deeds.

**RECITALS:**

A. Mortgagor is the mortgagor and Bank is the mortgagee under that certain Mortgage more particularly described on **Exhibit A** attached hereto and made a part hereof (as may be amended, modified or renewed, collectively, if more than one, the "**Mortgage**").

B. The Mortgage secures the payment and performance of obligations under a promissory note, dated June 22, 2020, in the maximum principal amount of SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,500,000.00), (the "**Note**") made by Center Park Homes, LLC, a South Carolina limited liability company, (the, "**Borrower**") in favor of Bank and creating a security interest in certain real property and improvements in the property more particularly described in the Mortgage (the "**Property**"), and any amendments or modifications thereto.

C. The parties desire to enter into this Modification to confirm that the Mortgage continues to secure the Note in the principal sum of SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,500,000.00), and to create a security interest in certain additional real property and improvements as described on **Exhibit B** attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual promises contained herein, and other good and valuable consideration, receipt whereof is hereby acknowledged, Mortgagor and Bank hereby agree as follows:

1. The foregoing recitals are true and correct.
2. The Mortgage is hereby amended to provide specifically that it secures, in addition to all other obligations secured by the Mortgage, all obligations of Borrower under the Note in the principal sum of SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,500,000.00). All references in the Mortgage to "Note" shall be modified to refer to the Note.
3. The Mortgage is hereby amended to provide specifically that it secures, in addition to all other Property secured by the Mortgage, all of the real property and improvements as described on Exhibit B which is attached hereto and made a part hereof and shall hereafter be considered part of the Property of the Mortgage.
4. This Modification constitutes an amendment to the Mortgage and not a novation of any obligations secured thereby or any Loan Documents (as defined in the Mortgage). Except as modified herein, the Mortgage shall remain in full force and effect in accordance with its terms. Mortgagor hereby reaffirms unto Bank all of its indemnities in favor of Bank under the Loan Documents. Mortgagor acknowledges that Mortgagor has no offsets, claims, counterclaims or defenses to the obligations of Mortgagor or the rights of Bank under the Mortgage and, to the extent that Mortgagor has any such offsets, claims, counterclaims or defenses with respect to the aforesaid obligations or rights, Mortgagor hereby waives such offsets, claims, counterclaims and defenses. Mortgagor is authorized under applicable law and by all necessary corporate action to execute, deliver and perform this Modification.
5. Time is of the essence in respect to this Modification. This Modification shall be construed in accordance with the laws of the State of South Carolina. No amendment of this Modification and no waiver of any one or more of the provisions hereof shall be effective unless set forth in writing and signed by the parties hereto. This Modification may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed an original, but all such counterparts shall together constitute one and the same agreement ended and Restated Note.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Mortgagor and Bank have duly signed and sealed this instrument as of the day and year first above written.

Mortgagor:

CENTER PARK HOMES, LLC, a South Carolina limited liability company

By: [Signature]  
Name: Steven E. Harvey  
Title: Authorized Agent

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Mary Elizabeth Stark  
(Witness)  
[Signature]  
(Witness)

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON

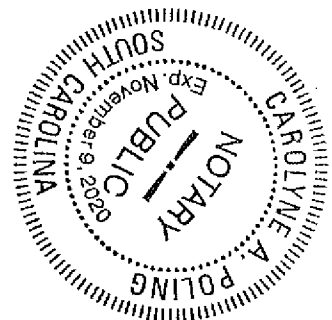
I, Carolyn A. Poling, do hereby certify that Steven E. Harvey, the Authorized Agent of **CENTER PARK HOMES, LLC**, a South Carolina limited liability company, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 31<sup>st</sup> day of July, 2020.

[Signature]  
Notary Public for South Carolina  
My Commission expires: 11/9/20

(NOTARIAL SEAL)

[Signatures continue on the following page.]



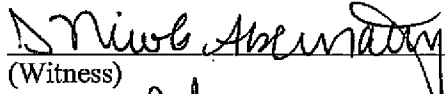
Bank

GrandSouth Bank

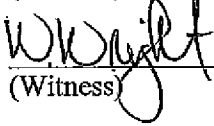
CORPORATE  
SEALBy: 

Robert G. Phillips

Title: Executive Vice President

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

(Witness)



(Witness)

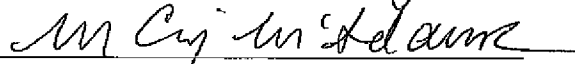
STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF Charleston

I, M Craig McAdams, do hereby certify that Robert G. Phillips,  
Exec. V.P. of **GrandSouth Bank** appeared before me this day and acknowledged the due  
 execution of the foregoing instrument.

Witness my hand and seal this the 31 day of July, 2020.



Notary Public for South Carolina

My Commission expires: 11-14-2023

EXHIBIT A  
MORTGAGE MODIFIED HEREBY

Mortgagor	Date of Execution	Date of Recordation	Book/Page
Center Park Homes, LLC	July 17, 2020	July 21, 2020	3434/182-206

HVSEH-20-10848

**Exhibit "B"****LEGAL DESCRIPTION OF REAL PROPERTY**

ALL that certain lot, piece or parcel of land and all improvements thereon located in Carnes Crossroads, West Tract, Parcel C, Philips Park at Carnes Crossroads, City of Goose Creek, Berkeley County, South Carolina identified as Lot CB-15, Block B, Parcel C ("Lot" or "Homesite") as shown and designated on a plat entitled "A FINAL SUBDIVISION PLAT OF CARNES CROSSROADS, WEST TRACT (1,585.08+/- AC.) TO CREATE PHILIPS PARK, PARCEL C, BLOCK B, LOTS 4 THRU 15, BLOCK C, LOTS 3 THRU 13 & CARNES CROSSROAD WEST TRACT (RESIDUAL) (1,577.70+/- AC.) CITY OF GOOSE CREEK, BERKELEY COUNTY, SOUTH CAROLINA, OWNED BY AND PREPARED FOR: CARNES CROSSROADS ASSOCIATES, LLC," dated November 1, 2019, prepared by Phillip P. Gerard, S.C. Reg. No. 26596 of Thomas & Hutton Engineering Co. recorded as Instrument Numbers 2020001031 and 2020001032 on January 10, 2020 in the Berkeley County Register of Deeds Office (the "Plat") said Lot or Homesite having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully appear.

also

ALL those certain lots, pieces or parcels of land and all improvements thereon located in Carnes Crossroads, West Tract, Parcel A, identified as Lot AS-12, Block S, Parcel A; and Lot AS-14, Block S, Parcel A (collectively "Lot" or "Homesite") as shown and designated on a plat entitled "A FINAL SUBDIVISION PLAT OF CARNES CROSSROADS WEST TRACT (1,596.85 + Ac.) TO CREATE PARCEL A, BLOCK Q, LOTS 5 THRU 10 & 17; BLOCK R, LOTS 12 THRU 23; BLOCK S, LOTS 9 THRU 15; BLOCK U, LOTS 1 THRU 16 & CARNES CROSSROADS WEST TRACT (RESIDUAL) (1,585.08 + Ac.), CITY OF GOOSE CREEK, BERKELEY COUNTY, SOUTH CAROLINA, OWNED BY AND PREPARED FOR CARNES CROSSROADS ASSOCIATES, LLC," dated May 6, 2019, prepared by Phillip P. Gerard, S.C. Reg. No. 26596 of Thomas & Hutton Engineering Co. recorded as Instrument number 2019028761 on August 12, 2019 in the Berkeley County Register of Deeds Office (the "Plat") said Lot or Homesite having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully appear.

TMS No.            222-10-02-119 – Lot CB-15  
                          222-07-03-023 – Lot AS-12  
                          222-07-03-025 – Lot AS-14

This being the same property conveyed to Center Park Homes, LLC by deed of Carnes Crossroads Associations, LLC, dated July 29, 2020, to be recorded in the ROD Office for Greenville County simultaneously herewith.