



20120426000144700 1/3 \$21.45
Shelby Cnty Judge of Probate, AL
04/26/2012 03:04:43 PM FILED/CERT

RECORDATION REQUESTED BY:

REGIONS BANK
ALABASTER 1ST ST N
1235 1ST ST N
ALABASTER, AL 35007

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
PO Box 12926
Birmingham, AL 35202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



REGIONS

20113470811380

MODIFICATION OF MORTGAGE



DOC4800401731000000070000338280000000

THIS MODIFICATION OF MORTGAGE dated March 1, 2012, is made and executed between D B & J PROPERTIES, LLC, A Alabama Limited Liability Company (referred to below as "Grantor") and REGIONS BANK, whose address is 1235 1ST ST N, ALABASTER, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 13, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

In regard to that certain promissory note dated 02-13-2007, in the original principal sum of \$250,200.00 (the Original Note), and to secure the payment of the Original Note, Grantor made, executed and delivered that certain Deed of Trust or Mortgage of even date therewith and in the same principal sum as the Original Note, which deed of trust or mortgage is recorded in Book or Instrument number 20070328000139180, at Page (if applicable) of the public records of SHELBY County, AL.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART THEREOF.

The Real Property or its address is commonly known as 150 INDUSTRIAL PARK RD, WILSONVILLE, AL 35186.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Principal Increase: Whereas the Note has a present principal balance of \$219,087.10, and the Borrower is the obligor under the Note and the Grantor is the grantor under the Deed of Trust or Mortgage, and Regions Bank is the owner and the holder of the Note and Deed of Trust or Mortgage; and whereas the Borrower and the Grantor have requested an additional advance of \$2,298.94. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$221386.04.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 1, 2012.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

D B & J PROPERTIES, LLC

By: *James Martin Taylor* (Seal)
JAMES MARTIN TAYLOR, Member of D B & J
PROPERTIES, LLC

By: *Doyle Wayne Davis* (Seal)
DOYLE WAYNE DAVIS, Member of D B & J
PROPERTIES, LLC

LENDER:

REGIONS BANK

Melissa R Kelley (Seal)
Authorized Signer
Melissa R Kelley

A2012042300392



**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 00000007000033828

This Modification of Mortgage prepared by:

Name: PAM D SMITH
Address: 1235 1ST ST N
City, State, ZIP: ALABASTER, AL 35007

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES MARTIN TAYLOR, Member of D B & J PROPERTIES, LLC** and **DOYLE WAYNE DAVIS, Member of D B & J PROPERTIES, LLC**, a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 1st day of March, 2012.

Dorothy S. Rice
Notary Public
Dorothy S. Rice

My commission expires 11/10/2014

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Melissa R. Kelley whose name as Vice President of **REGIONS BANK** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such Vice President of **REGIONS BANK**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 1st day of March, 2012.

Dorothy S. Rice
Notary Public
Dorothy S. Rice

My commission expires 11/10/2014

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EXHIBIT "A"

Commence at the SW corner of Section 31, Township 20 South, Range 2 East; thence proceed in an Easterly direction along the South boundary line of said Section 31 for a distance of 1318.00 feet to a point, being the Southeast corner of the SW 1/4 of SW 1/4, Section 31, Township 20 South, Range 2 East; thence turn an angle of 90°20'39" to the left and proceed in a Northerly direction along the East boundary line of said SW 1/4 of SW 1/4 for a distance of 373.34 feet to the point of beginning; thence continue Northerly along said East boundary line a distance of 285.77 feet to a point; thence turn an angle of 89°40'51" to the left and run Westerly a distance of 304.85 feet to a point on the Easternmost right of way line of a street; thence turn an angle of 90°19'42" to the left and run Southerly along said right of way line a distance of 285.77 feet to a point; thence turn an angle of 89°40'16" to the left and run Easterly a distance of 304.80 feet to the point of beginning.

Said parcel of land is lying in the SW 1/4 of SW 1/4, Section 31, Township 20 South, Range 2 East, Shelby County, Alabama.

Lack of Ingress/Egress.



20070328000139180 5/5 \$398.30
Shelby Cnty Judge of Probate, AL
03/28/2007 11:12:22AM FILED/CERT

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