

28609998-52456

RECORDATION REQUESTED BY:

Trustmark National Bank
Alabama Main Office
107 St. Francis Street
Mobile, AL 36602



20130517000204320 1/3 \$48.00
Shelby Cnty Judge of Probate, AL
05/17/2013 10:43:13 AM FILED/CERT

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39205

SEND TAX NOTICES TO:

R & R Properties, LLC
349 Dogwood Trail
Alabaster, AL 35007

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

Notice: The original principal amount available under the Note (as defined below), which was \$250,000.00 (on which any required taxes already have been paid), now is increased by an additional \$20,000.00.

THIS MODIFICATION OF MORTGAGE dated April 8, 2013, is made and executed between R & R Properties, LLC (referred to below as "Grantor") and Trustmark National Bank, whose address is 107 St. Francis Street, Mobile, AL 36602 (referred to below as "Lender").

MORTGAGE. BankTrust and Grantor have entered into a Mortgage dated February 11, 2008 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded February 19, 2008 in Instrument Number 20080219000066440 in the Office of the Judge of Probate, Shelby County, Alabama.

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

Lot 1, according to the Final Plat of Saginaw Commercial Park, Phase 2, as recorded in Map Book 30, Page 60, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The Real Property or its address is commonly known as 100 Cloverdale Drive, Alabaster, AL 35007.

MODIFICATION. Lender, by virtue of that certain Agreement and Plan of Merger of BankTrust with and into Trustmark National Bank dated as of February 11, 2013 executed by and between BankTrust and Trustmark National Bank, and Grantor hereby modify the Mortgage as follows:

This Mortgage shall secure Note dated April 8, 2013 in the amount of \$214,514.00 which represents a renewal with increase of Note dated February 11, 2008 in the original amount of \$250,000.00 with an outstanding balance of \$194,513.64.

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 endorsers 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 APRIL 8, 2013.

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:

R & R PROPERTIES, LLC
By: [Signature] (Seal)
Mark S. Rothenstine, Member of R & R Properties,
LLC

[Signature] (Seal)
Kelly S. Rothenstine, Member of R & R Properties,
LLC

LENDER:

TRUSTMARK NATIONAL BANK
X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: John C. Kirby, Community President
Address: 107 St. Francis Street
City, State, ZIP: Mobile, AL 36602

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

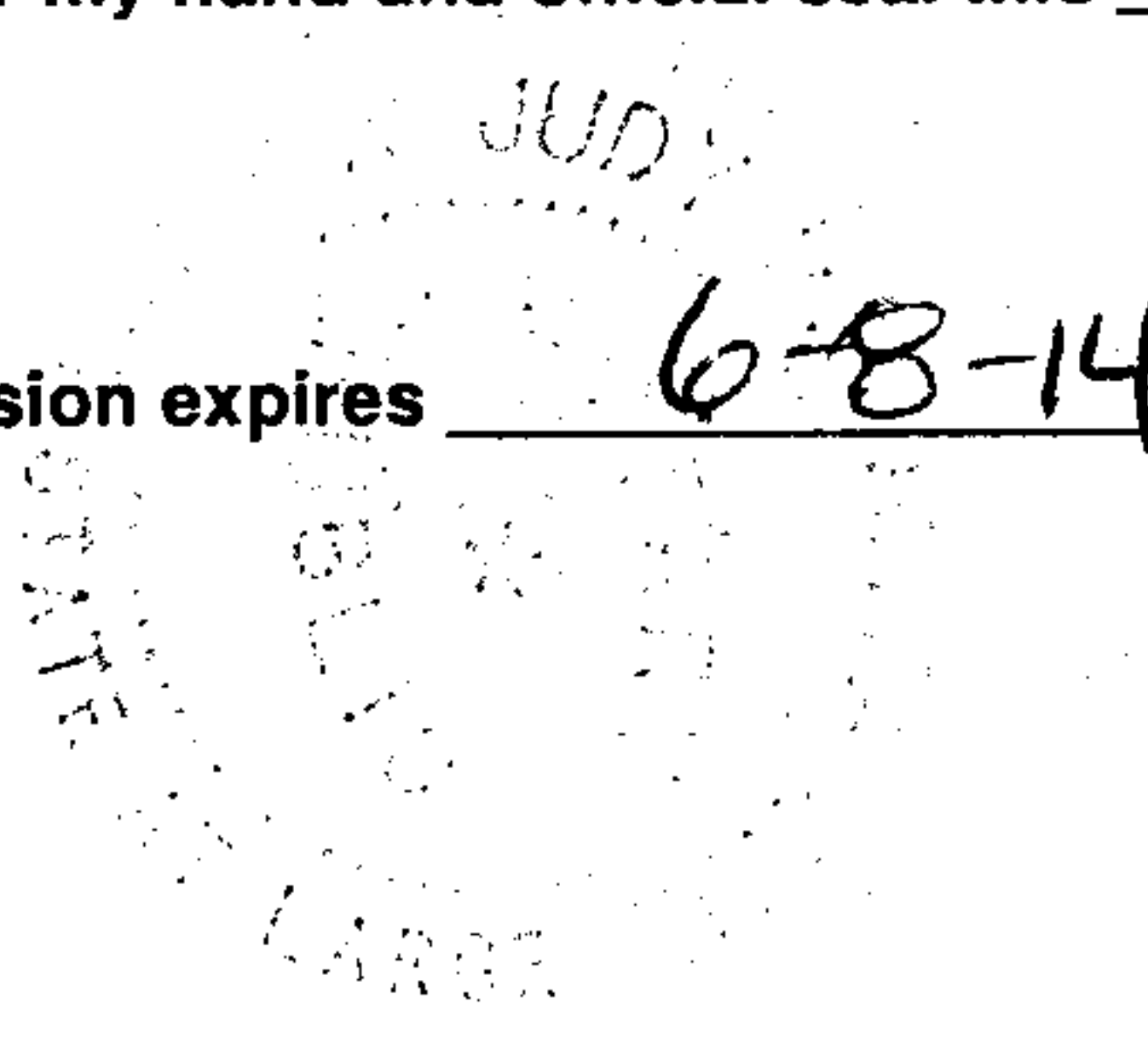
STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Mark S. Rothenstine, Member of R & R Properties, LLC and Kelly S. Rothenstine, Member of R & R 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 8th day of April, 2013.

[Signature]
Notary Public

My commission expires 6-8-14



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 John Kirby whose name as Community president of **Trustmark National 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 Community president of **Trustmark National Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 8th day of April, 2013.

Judy W. Santa Cruz
Notary Public

My commission expires 6-8-14

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