

RECORDATION REQUESTED BY:

ServisFirst Bank
COMMERCIAL BANKING
850 SHADES CREEK PKWY
SUITE 200
BIRMINGHAM, AL 35209

20131011000407910 1/2 \$29.45
Shelby Cnty Judge of Probate, AL
10/11/2013 11:52:41 AM FILED/CERT

WHEN RECORDED MAIL TO:

ServisFirst Bank
850 Shades Creek Parkway
Birmingham, AL 35209

SEND TAX NOTICES TO:

ServisFirst Bank
COMMERCIAL BANKING
850 SHADES CREEK PKWY
SUITE 200
BIRMINGHAM, AL 35209

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated September 26, 2013, is made and executed between CHAPPELL ENTERPRISES AND PROPERTIES, LLC, whose address is 324 BRANCH LAKE DRIVE, CHELSEA, AL 35043 (referred to below as "Grantor") and ServisFirst Bank, whose address is 850 SHADES CREEK PKWY, SUITE 200, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 11, 2013 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded March 18, 2013 in Instrument No. 20130318000110820 in the Office of the Judge of Probate of Shelby County, Alabama.

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

LOT 30 ACCORDING TO THE SURVEY OF THE VILLAGES OF WESTOVER, SECTOR 1, AS RECORDED IN MAP BOOK 39, PAGES 9A AND 9B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as LOT 30 VILLAGES OF WESTOVER, STERRETT, AL 35147.

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

The Mortgage secures the note or credit agreement dated March 11, 2013 from Chappell Enterprises and Properties, LLC ("Borrower") to Lender (the "Note"), which is being modified by the Change In Terms Agreement between Borrower and Lender dated the same date as this Modification (the "Change in Terms Agreement"). The Mortgage, as modified hereby, shall secure the Note as modified by the Change in Terms Agreement and any and all previous and future renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note.

The principal amount available under the Note, which originally was \$132,000.00 (on which any required taxes already have been paid), now is increased by an additional \$8,250.00, as evidenced by the Change In Terms Agreement.

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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 26, 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:

CHAPPELL ENTERPRISES AND PROPERTIES, LLC

By:  (Seal)
LYNNE D. CHAPPELL, Member Manager of
CHAPPELL ENTERPRISES AND PROPERTIES, LLC

LENDER:

SERVISFIRST BANK

X  (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 18038

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This Modification of Mortgage prepared by:

Name: CONNIE PARHAM
Address: 850 SHADES CREEK PKWY
City, State, ZIP: BIRMINGHAM, AL 35209

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that LYNAL D. CHAPPELL, Member Manager of CHAPPELL ENTERPRISES AND PROPERTIES, LLC, a limited liability company, 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 said Modification, he or she, as such manager or member 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 26 day of September, 20 13.

Shelby Cnty Judge of Probate
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 19, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Clark Zimmerman whose name as Vice President of ServisFirst 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 ServisFirst Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 26 day of September, 20 13.

Shelby Cnty Judge of Probate
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
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