

**Note to recording office regarding amount of Mortgage Tax: No privilege tax is due upon the recording of this Agreement. This Agreement constitutes additional security for the Note (as defined herein) and privilege tax has already been paid on the principal amount of indebtedness secured thereby. Privilege tax in the amount of \$618.00 has been paid on the Note, which is in the principal amount of \$412,000.00. No privilege tax is due at the recording of this Agreement.**

**THIS INSTRUMENT PREPARED BY:**

M. Lee Johnsey, Jr.  
Balch & Bingham, LLP  
1901 Sixth Avenue North  
Suite 1500  
Birmingham, Alabama 35203

STATE OF ALABAMA )

COUNTY OF SHELBY )

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE (this "Agreement"), is made this 23<sup>rd</sup> day of January, 2014, by and between (i) **BRIAN MICHAEL KORNOWICZ** ("Kornowicz"); (ii) **DARYL DWAYNE POARCH** ("Poarch" and together with Kornowicz, the "Mortgagors"); (iii) **B & D REALTY, LLC**, an Alabama limited liability company ("Owner"); and (iv) **FIRST UNITED SECURITY BANK**, an Alabama banking corporation ("Mortgagee").

**RECITALS:**

**WHEREAS**, Mortgagors executed payable to the order of Mortgagee a certain promissory note dated April 4, 2006 in the original principal amount of \$412,000.00 (as amended, modified, renewed and/or restated from time to time and together with any promissory notes amended, modified, renewed and/or restated thereby, the "Note") which evidenced a loan to Mortgagors in the original principal amount of \$412,000.00 (the "Loan");

**WHEREAS**, the Note and all renewals and refinancings thereof, and all other indebtedness of Mortgagors to Mortgagee is secured by, among other things, that certain Real Estate Mortgage executed by Mortgagor in favor of Mortgagee dated April 4, 2006 recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument Number 20060413000172080 (the "Mortgage") whereby Mortgagors granted Mortgagee a mortgage on certain real property located in Shelby County, Alabama as more particularly described in the Mortgage (the "Property");



**WHEREAS**, subsequent to the execution of the Mortgage, Mortgagors transferred title to the Property to Owner subject to, among other things, the Mortgage;

**WHEREAS**, on or about September 16, 2011, Mortgagee renewed the Loan and Note pursuant to that certain promissory note dated September 16, 2011 executed by Owner payable to the order of Mortgagee in the original principal amount of \$352,000.00 (the "Renewal Note"); and

**WHEREAS**, in consideration of, among other things, the foregoing, Mortgagors and Owner have agreed to amend the Mortgage to, among other things, specifically provide that the Mortgage secures the Renewal Note.

**NOW THEREFORE**, for and in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of Ten and No/100 Dollars (\$10.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Even though the Mortgage specifically provides that it secures all renewals of the Note, the parties desire to specifically state that the Mortgage secures the Renewal Note, which is a renewal of the Note. The Mortgage shall secure all amounts due under the Note, as amended, and any and all indebtedness of Owner to Mortgagee, which now exists or may later arise, regardless of how incurred. The Mortgage shall continue to secure all other indebtedness stated in the Mortgage, including all indebtedness of the Mortgagors, whether individually owed by Kornowicz or Poarch to Mortgagee, or jointly owed by the Mortgagors to Mortgagee.

2. The maximum debt limit stated in section 3 of the Mortgage is hereby deleted in its entirety. The Mortgage shall no longer have a maximum debt limit.

3. The Mortgage is hereby ratified and reaffirmed by the Mortgagors, Owner and the Mortgagee with the changes included herein. Nothing herein invalidates or shall impair or release any covenant, condition, agreement or stipulation in the Mortgage, and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of the Note, and other loan documents, as the same may have been continued, modified and/or amended from time to time that are secured by the Mortgage.

4. All of the Mortgagee's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

5. Notwithstanding the foregoing, this Agreement shall be binding and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

6. This Agreement embodies and constitutes the entire understanding with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one and the same agreement.

*[Signature pages follow]*



20140225000051460 3/7 \$34.00  
Shelby Cnty Judge of Probate, AL  
02/25/2014 11:08:55 AM FILED/CERT

**MORTGAGORS:**

**BRIAN MICHAEL KORNOWICZ**




STATE OF ALABAMA

COUNTY OF Jefferson


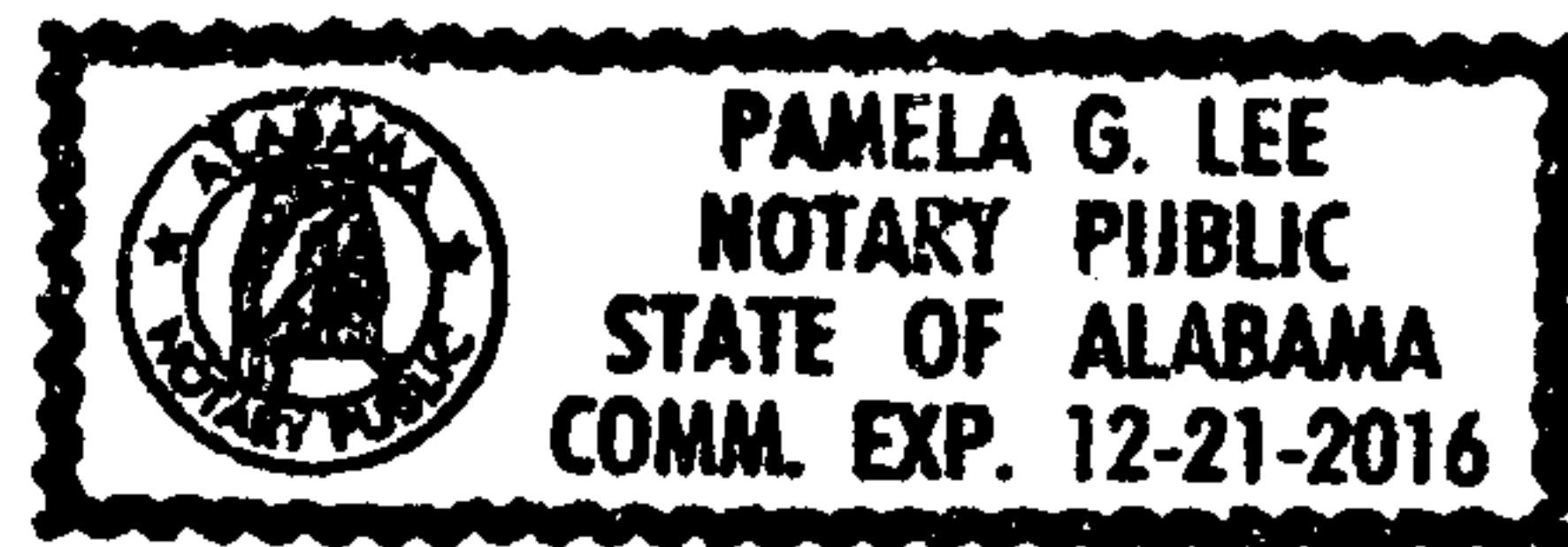
I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that **Brian Michael Kornowicz**, whose name is signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and seal this 23<sup>rd</sup> day of January, 2014.

(NOTARIAL SEAL)

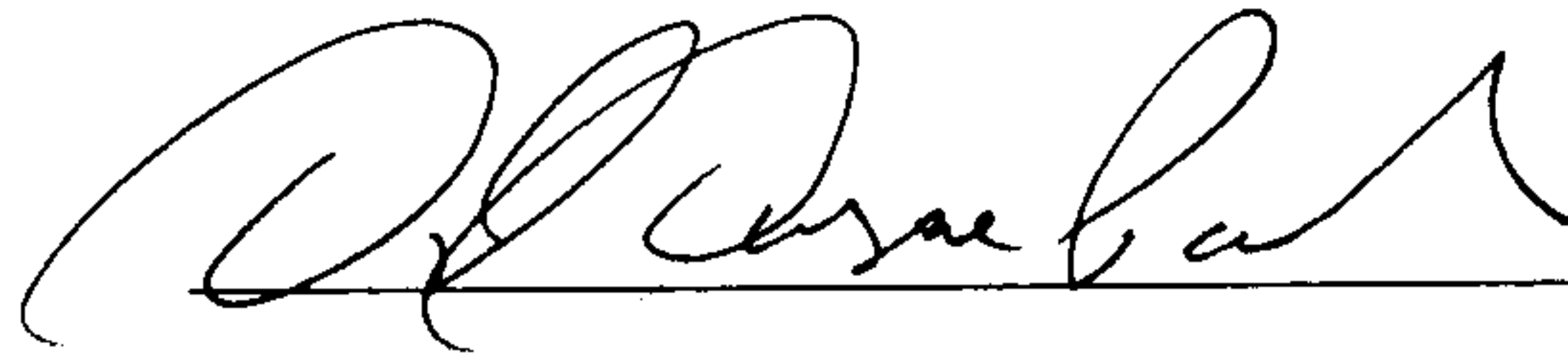
  
Notary Public

My Commission Expires: 12-21-16

  
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Shelby Cnty Judge of Probate, AL  
02/25/2014 11:08:55 AM FILED/CERT



DARYL DWAYNE POARCH



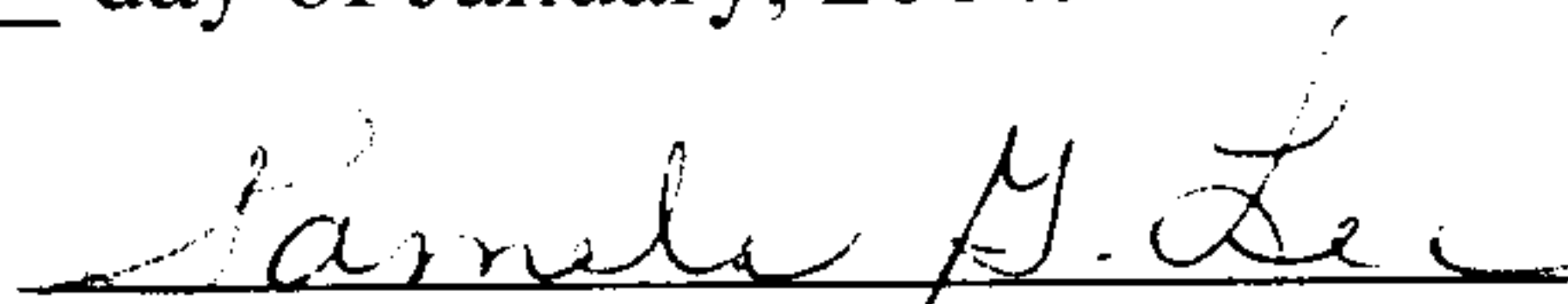
STATE OF ALABAMA

COUNTY OF Jefferson

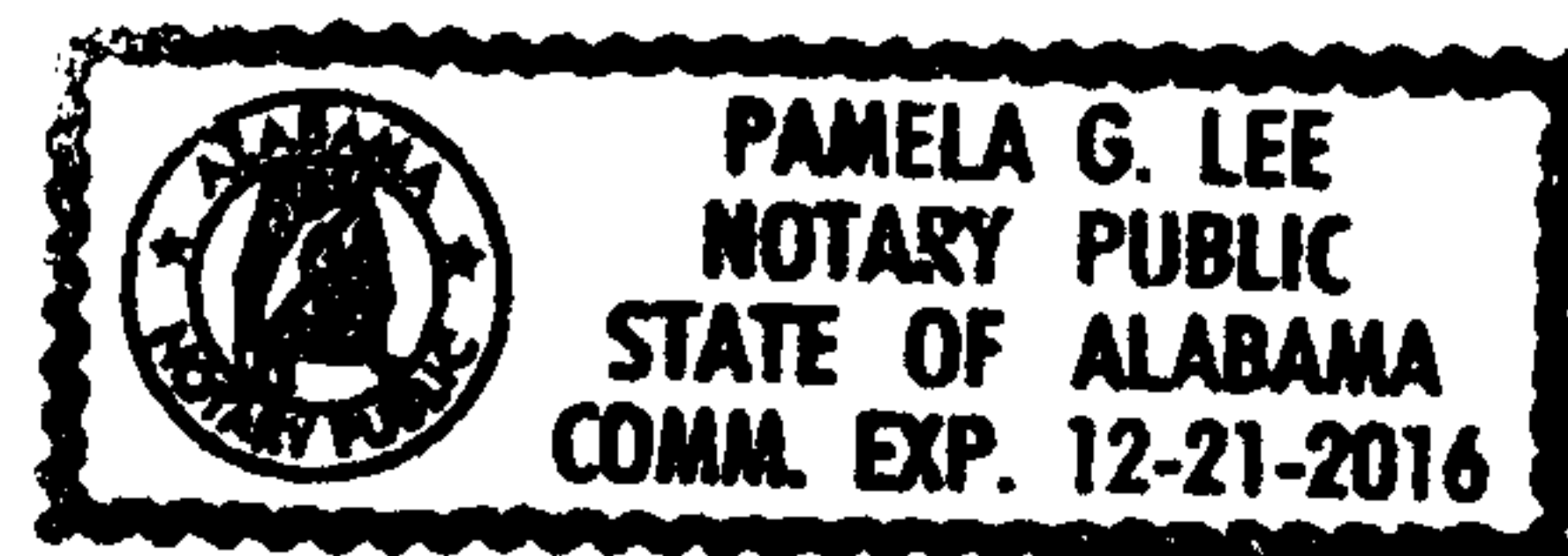
I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that **Daryl Dwayne Poarch**, whose name is signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and seal this 23<sup>rd</sup> day of January, 2014.

(NOTARIAL SEAL)

  
Notary Public

My Commission Expires: 12-21-16



20140225000051460 5/7 \$34.00  
Shelby Cnty Judge of Probate, AL  
02/25/2014 11:08:55 AM FILED/CERT

**OWNER:**

**B & D REALTY, LLC**, an Alabama limited liability company

By: Brian Koronowicz  
Its: MANAGING MEMBER

STATE OF ALABAMA

COUNTY OF Jefferson

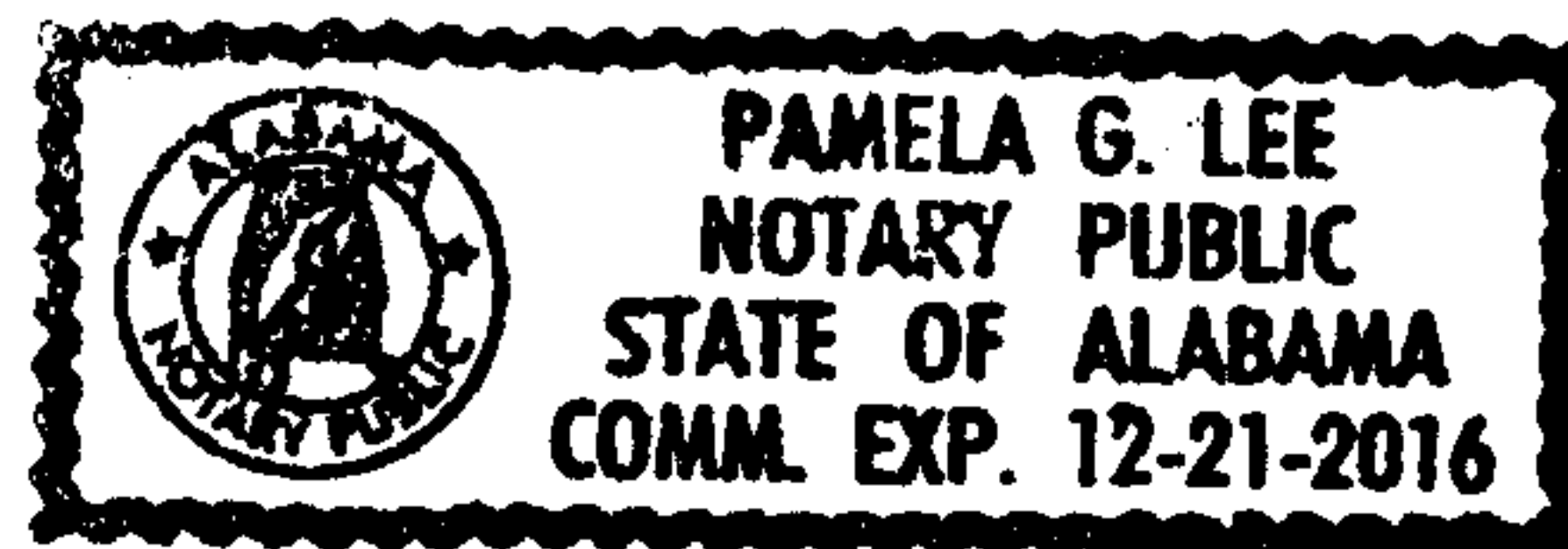
I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Brian Koronowicz, whose name as MANAGING MEMBER of **B & D Realty, LLC**, an Alabama limited liability company, is signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 23<sup>rd</sup> day of January, 2014.

(NOTARIAL SEAL)

Pamela G. Lee  
Notary Public

My Commission Expires: 12-21-16



20140225000051460 6/7 \$34.00  
Shelby Cnty Judge of Probate, AL  
02/25/2014 11:08:55 AM FILED/CERT

**MORTGAGEE:**

**FIRST UNITED SECURITY BANK**, an Alabama  
banking corporation

*Matthew Morris*  
By: *Matt Morris*  
Its: *Vice president*

STATE OF ALABAMA

COUNTY OF *Jefferson*

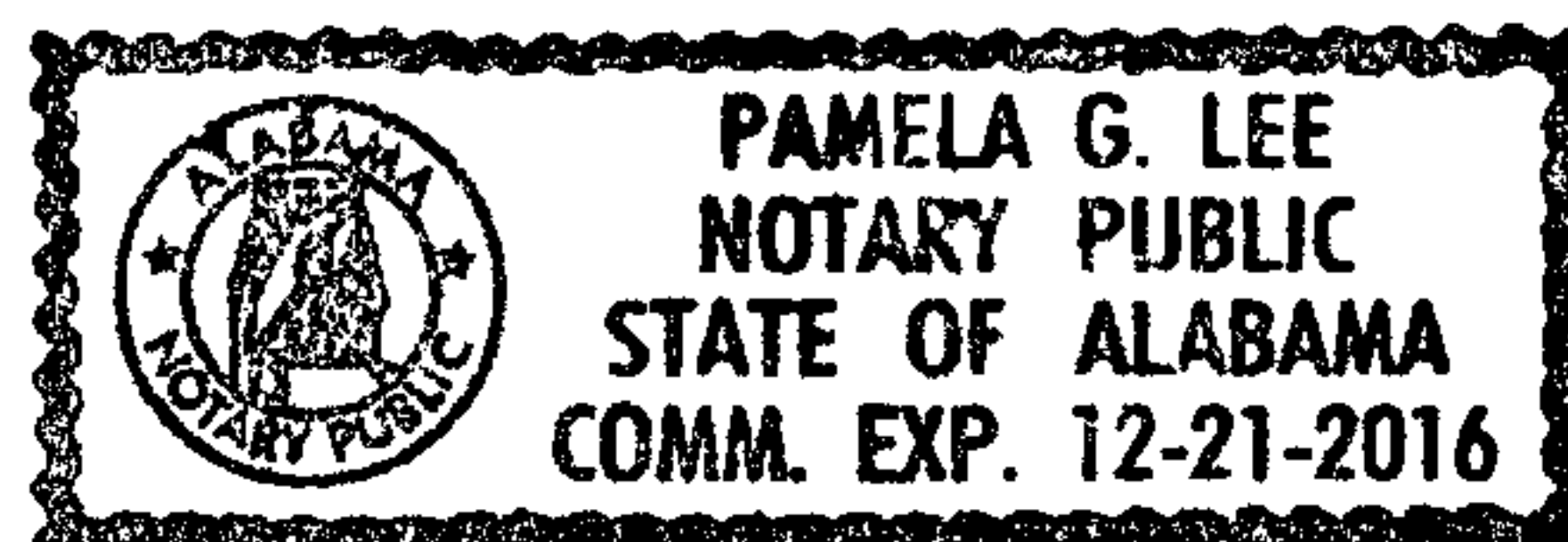
I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that *Matthew Morris*, whose name as *Vice President* of **First United Security Bank**, an Alabama banking corporation, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this *23<sup>rd</sup>* day of January, 2014.

(NOTARIAL SEAL)

*Pamela G. Lee*  
Notary Public

My Commission Expires: *12-21-16*



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