

RECORDATION REQUESTED BY:
REGIONS BANK
BIRMINGHAM 5TH AVE N MAIN
1900 5TH AVE N
BIRMINGHAM, AL 35203

20140625000192620 1/3 \$115.10
Shelby Cnty Judge of Probate, AL
06/25/2014 02:15:42 PM FILED/CERT

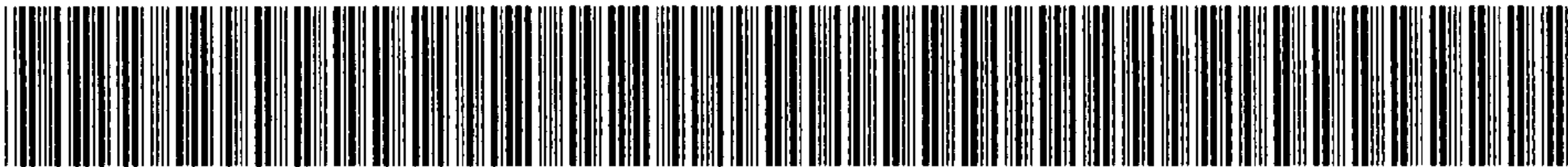
WHEN RECORDED MAIL TO:
Regions Bank
Collateral Management
PO Box 12926
Birmingham, AL 35202

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MODIFICATION OF MORTGAGE

20140841027260



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A2014061800660

Notice: The original principal amount available under the Note (as defined below), which was \$492,000.00 (on which any required taxes already have been paid), now is increased by an additional \$63,326.17.

THIS MODIFICATION OF MORTGAGE dated June 4, 2014, is made and executed between FLORIDA COASTAL COLORS, LLC, A FLORIDA LIMITED LIABILITY COMPANY (referred to below as "Grantor") and REGIONS BANK, whose address is 1900 5TH AVE N, BIRMINGHAM, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 2, 2014 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

In regard to that certain promissory note dated 06/07/2011, in the original principal sum of \$492,000.00 (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 Instrument number 20111117000347950, of the public records of Shelby County, Alabama.

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

The Real Property or its address is commonly known as 550 ELM ST, HELENA, AL 35080.

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

Whereas the Note has a present principal balance of \$430,413.83, 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 \$63,326.17. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$493,740.00.

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 JUNE 4, 2014.

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:

FLORIDA COASTAL COLORS, LLC

By:  (Seal)
RICHARD A BARCELONA JR, Owner of FLORIDA
COASTAL COLORS, LLC

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 43403590590002421279

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LENDER:

REGIONS BANK

X _____ (Seal)
Authorized Signer

Gerald Watkins

This Modification of Mortgage prepared by:

Name: COLE LUCAS
Address: 1900 5TH AVE N
City, State, ZIP: BIRMINGHAM, AL 35203

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 **RICHARD A BARCELONA JR, Owner of FLORIDA COASTAL COLORS, 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 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 4th day of June, 20 14.

Dana M Webb
Notary Public

My commission expires MY COMMISSION EXPIRES MAY 2, 2015

Dana M. Webb

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 Gerald Watkins 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 4th day of June, 20 14.

Dana M Webb
Notary Public

My commission expires MY COMMISSION EXPIRES MAY 2, 2015

Dana M. Webb

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Exhibit A

Parcel I:

Part of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Section 15, Township 20 South, Range 3 West, Shelby County, Alabama; said part being more particularly described as follows: Beginning at a point on the South line of said North $\frac{1}{2}$ of Southeast $\frac{1}{4}$, which is 1746.96 feet West of the Southeast corner of said North $\frac{1}{2}$ of Southeast $\frac{1}{4}$; run thence West along said South line for a distance of 442.44 feet; thence turn and angle to the right of 78 degrees 20 minutes and run Northwesterly for a distance of 263.59 feet; thence turn an angle to the right of 100 degrees 42 minutes and run Easterly for a distance of 496.12 feet; thence turn and angle to the right of 91 degrees 02 minutes and run Southerly for a distance of 266.54 feet to the point of beginning.

Parcel II:

Part of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Section 15, Township 20 South, Range 3 West, Shelby County, Alabama said part being more particularly described as follows: Beginning at the intersection of the South line of said North $\frac{1}{2}$ of Southeast $\frac{1}{4}$ with the centerline of Prairie Branch, which is about 1300.00 feet West of the Southeast corner of said North $\frac{1}{2}$ of Southeast $\frac{1}{4}$, run thence West along said South line for about 447.00 feet to a point which is 1746.96 feet West of the Southeast corner of said North $\frac{1}{2}$ of Southeast $\frac{1}{4}$; thence turn an angle to the right of 90 degrees 04 minutes and run Northerly for a distance of 266.54 feet; thence turn an angle to the right of 88 degrees 58 minutes and run Easterly for a distance of 210.00 feet, more or less, to the centerline of Prairie Branch; run thence Southeasterly along the center of Prairie Branch for a distance of 350.00 feet, more or less, to the point of beginning.

Subject property to be known as:

Lot 2, according to Scott's Addition to Helena, as recorded in Map Book 42, Page 95, in the Probate Office of Shelby County, Alabama.


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