

RECORDATION REQUESTED BY:

ALiant BANK, a division of USAmeriBank
Birmingham Region (BH)
1100 Corporate Parkway
Meadow Brook Corporate Park
Birmingham, AL 35242

20140701000199290
07/01/2014 02:35:12 PM
MORTAMEN 1/3

WHEN RECORDED MAIL TO:

ALiant BANK, a division of USAmeriBank
Birmingham Region (BH)
1100 Corporate Parkway
Meadow Brook Corporate Park
Birmingham, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

USAmeriBank

MODIFICATION OF MORTGAGE

Notice: The original principal amount available under the Note (as defined below), which was \$263,920.00 (on which any required taxes already have been paid), now is increased by an additional \$74,000.00.

THIS MODIFICATION OF MORTGAGE dated June 23, 2014, is made and executed between Jebco, Inc., an Alabama Corporation, whose address is 321 Applegate Parkway, Suite E, Pelham, AL 35124 (referred to below as "Grantor") and ALiant BANK, a division of USAmeriBank, whose address is 1100 Corporate Parkway, Meadow Brook Corporate Park, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 27, 2014 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Construction Mortgage dated February 27, 2014 and recorded on March 4, 2014 by document #20140304000059490 in the Probate Office of Shelby County, Alabama.

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

Lot 14, according to the Final Plat of Sterling Gate Sector 2 Phase 2, as recorded in Map Book 36, Page 86, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as Lot 14 Sterling Gate, Alabaster, AL 35007. The Real Property tax identification number is 23-2-03-3-008-040.

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

1. As of the date of execution of this Agreement, the fully funded balance of \$222,000.00 is increased by \$74,000.00 to \$296,000.00, renewed and modified.
2. Interest rate and repayment schedule as further defined in the renewal Promissory Note of even date.
3. The Maturity date of the Mortgage remains February 27, 2015, at which time the entire balance of the indebtedness as evidenced by the renewal Promissory Note, shall be due and payable, together with all unpaid accrued interest, if any, and all advancements made by the Lender under the terms of the Construction Mortgage.
4. The Mortgage, as modified, shall secure the renewal Promissory Note to the same extent as if the renewal Promissory Note was originally referred to in the Mortgage as evidence of the indebtedness secured thereby.

All other terms and conditions remain the same.

MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$396.00 HAS BEEN PAID ON CONSTRUCTION MORTGAGE DATED FEBRUARY 27, 2014 AND RECORDED ON MARCH 4, 2014 BY INSTRUMENT #20140304000059490 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$111.00 IS BEING PAID AND ATTACHED TO THIS MODIFICATION ON THE INCREASE OF \$74,000.00.

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

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 401698600

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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 JUNE 23, 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:

JEBCO, INC.

By:  (Seal)
Carl Vines, Secretary of Jebco, Inc.

LENDER:

ALIAN BANK, A DIVISION OF USAMERIBANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Doc Prep Department - J. Savage
Address: 1100 Corporate Parkway
City, State, ZIP: Birmingham, AL 35242

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 401698600

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CORPORATE 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 **Carl Vines, Secretary of Jebco, Inc.**, a corporation, 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 of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23 day of June, 2014.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 9, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Lisa R. Hume
Notary Public

My commission expires _____

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 Daryl Spears whose name as Sr. Vice President of **ALiant Bank**, a division of **USAmeriBank** 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 _____ of **ALiant Bank**, a division of **USAmeriBank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 23 day of June, 2014.

Lisa R. Hume
Notary Public

My commission expires _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 9, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/01/2014 02:35:12 PM
\$131.00 KELLY
20140701000199290

James W. Fuhrmeister