RECORDATION REQUESTED BY:

REGIONS BANK MONTEVALLO 910 N. MAIN STREET ALBH60392A MONTEVALLO, AL 35115

WHEN RECORDED MAIL TO:

Regions Bank Collateral Management PO Box 12926 Birmingham, AL 35202

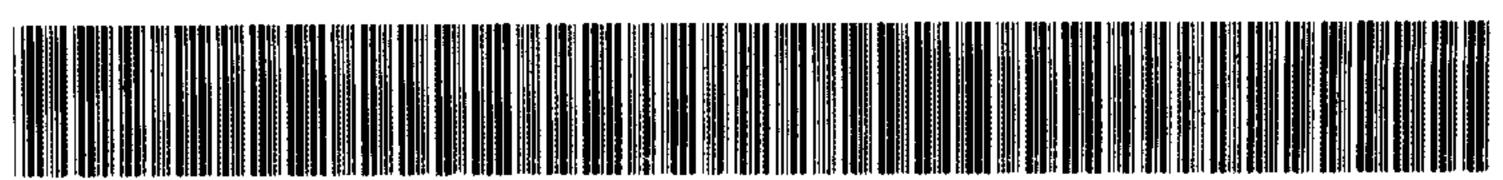


20141121000366470 1/3 \$489.50 Shelby Cnty Judge of Probate, AL 11/21/2014 10:43:53 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



CC 3003000434031383300023403880000000

THIS MODIFICATION OF MORTGAGE dated September 22, 2014, is made and executed between DUE SOUTH PROPERTIES LLC, whose address is 20 COUNTY ROAD 492, VERBENA, AL 360913280; A Limited Liability Company (referred to below as "Grantor") and REGIONS BANK, whose address is 910 N. MAIN STREET, ALBH60392A, MONTEVALLO, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 21, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Real Estate Mortgage recorded on 06-03-2004, in instrument number 20040603000295350, Source of Title Instrument number 20040603000295340, in SHELBY COUNTY, Alabama.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 9400 Alabama Highway 119 South, Alabaster, AL 35007.

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

Extending Maturity Date from 05-21-2005 to 10-05-2017 with the current approximate principal balance of \$312,976.01.

continuing 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 SEPTEMBER 22, 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:

PROPERTIES LLC

LENDER:

REGIONS BANK

Authorized/Signer

DUE SOUTH PROPERTIES TLC

David Michael Woodruff, Member of DUE SOUTH

_(Seal)

This Modification of Mortgage prepared by:

Name: PARKER, KATHERINE G Address: 910 N. MAIN STREET

City, State, ZIP: MONTEVALLO, AL 35115

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Page 2

MODIFICATION OF MORTGAGE (Continued) Loan No: 43403138330002340388

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF) \$\$ COUNTY OF

I the undersigned authority, a Noticey Public in and for said county in said state, hereby contry that David Michael Woodruff, Member of OUE SOUTH PROPERTIES LLC, a limited hability 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 Medification, he or she as such member and with full authority, executed the same

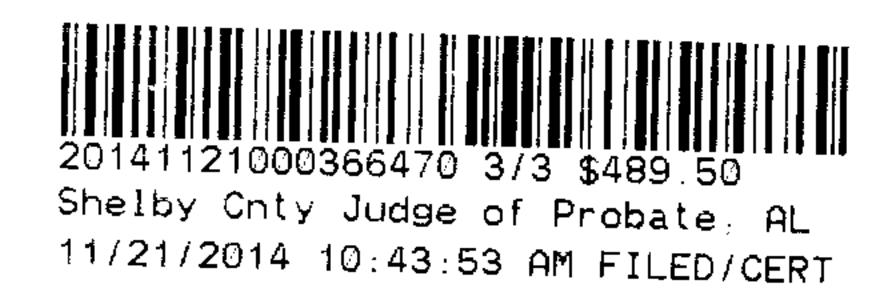
My commission expires

MY COMMISSION EXPIRES SEPTEMBER 8, 2018

·	
LENDER	RACKNOWLEDGMENT
STATE OF HADOMA)
COUNTY OF SIRE) SS }
 acknowlydged beidde me op this gay that, being informed of 	EGIONS BANK is signed to the foregoing Modification and who is known to the fifthe Contents of the Modification of Modification be or she in his or her conserve a
Given under my hand and official seal this 22"	MK. executed the same voluntarily on the day same bear, date. A day of September 2014.
My commission expires	Michalle Smith
MY COMMISSION EXPIRES JUNE 12, 2018	

LASER PRO Lending Ver 14.2.0.021 Copr D-H USA Corporation 1997, 2014 TR-820460 PR-CM07 All Rights Reserved - AL KACFILPL G201 FC Exhibit

ACHEDULE "A"



A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11 TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 11 A DISTANCE OF 1,726.82 FEET TO A POINT; THENCE TURN 70 DEGREES 45 MINUTES 20 SECONDS LEFT AND RUN NORTHERLY A DISTANCE OF 208.85 FEET TO A POINT; THENCE TURN 00 DEGREES 07 MINUTES 23 SECONDS LEFT AND CONTINUE NORTHERLY 124.85 FEET TO AN EXISTING IRON REBAR SET BY WEYGAND; THENCE TURN AN ANGLE TO THE RIGHT OF 5 DEGREES 20 MINUTES 38 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 4.84 FEET TO AN EXISTING IRON REBAR SET BY WEYGAND AND BEING THE POINT OF BEGINNING; THENCE CONTINUE IN A NORTHEASTERLY DIRECTION ALONG LAST MENTIONED COURSE FOR A DISTANCE OF 205.16 FEET TO AN EXISTING IRON REBAR SET BY WEYGAND, THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 141.76 FEET TO AN EXISTING IRON REBAR SET BY WEYGAND AND BEING ON THE EAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY #119; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES 09 MINUTES 17 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE OF SAID ALABAMA HIGHWAY #119 FOR A DISTANCE OF 210.0 FEET TO AN EXISTING CROSS CUT IN CONCRETE: THENCE TURN AN ANGLE TO THE LEFT OF 89 DEGREES 50 MINUTES 43 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 66.56 FEET TO AN EXISTING PK NAIL: THENCE TURN AN ANGLE TO THE LEFT OF 88 DEGREES 49 MINUTES 14 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 5.4 FEET TO AN EXISTING #4 IRON REBAR: THENCE TURN AN ANGLE TO THE RIGHT OF 89 DEGREES 15 MINUTES 01 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 74.51 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO DUE SOUTH PROPERTIES LLC BY DEED FROM GERALD DENNIS O'BRIEN, A MARRIED MAN RECORDED 06/03/2004 IN DEED BOOK PAGE 20040603000295340, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA.

TAX ID# 231113001007.005