

RECORDATION REQUESTED BY:

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



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

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
PO Box 12926
Birmingham, AL 35202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



REGIONS

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 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 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:

DUE SOUTH PROPERTIES LLC

By: David Michael Woodruff (Seal)
David Michael Woodruff, Member of DUE SOUTH PROPERTIES LLC

LENDER:

REGIONS BANK

x Kelli Peek (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: PARKER, KATHERINE G
Address: 910 N. MAIN STREET
City, State, ZIP: MONTEVALLO, AL 35115

A2014111800045

L

Loan No: 43403138330002340388

MODIFICATION OF MORTGAGE
(Continued)

Page 2

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that David Michael Woodruff, Member of ONE SOUTH 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 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

22nd day of September, 2014

MY COMMISSION EXPIRES SEPTEMBER 6, 2018

My commission expires

Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kelli A. Peck whose name as Assistant Manager 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 Assistant Manager of REGIONS BANK, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this

22nd day of September, 2014

MY COMMISSION EXPIRES JUNE 12, 2018

My commission expires

Notary Public



20141121000366470 3/3 \$489.50
Shelby Cnty Judge of Probate, AL
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Exhibit

~~SCHEDULE~~ "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

A2014100700018