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This instrument was prepared by THOMAS W RUSSELL, EvaBank, 1710 Cherokee Ave. SW, Cullman, AL 35055

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is February 12, 2016. The parties and their addresses are:

MORTGAGOR:
ACTON INVESTMENTS LLC
An Alabama Limited Liability Company
193 CAHABA VALLEY PKWY
PELHAM, AL 35124

LENDER:
EVABANK
Organized and existing under the laws of Alabama
2915 Clairmont Ave.
Birmingham, AL 35205

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated 09/30/2014 and recorded on 10/08/2014 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at INSTRUMENT NUMBER 20141008000317570 and covered the following described Property:

LOT 7, ACCORDING TO THE SURVEY OF RIVERCHASE TRADE CENTER, AS RECORDED IN MAP BOOK 12, PAGE 24, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The property is located in Shelby County at 2005 OLD MONTOMERY HIGHWAY, PELHAM, Alabama 35124.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed $348,221.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, dated February 12, 2016, from Mortgagor to Lender, with a loan amount of $525,000.00.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

ACTON INVESTMENTS LLC

By_______________________________ (Seal)
DOUG ACTON, Member

LENDER:

EvaBank

By_______________________________ (Seal)
Tom Russell, Loan Officer

ACKNOWLEDGMENT.

STATE OF ALABAMA, COUNTY OF Jefferson

I, Jenifer Ryan Tucker, a notary public, in and for said County in said State, hereby certify that DOUG ACTON, whose name(s) as Member of the ACTON INVESTMENTS LLC, a Limited Liability Company, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, in his/her/their capacity as such Member, executed the same voluntarily on the day the same bears date. Given under my hand this the 12th day of February, 2016.

My commission expires:

Notary Public - Alabama State At Large
My Commission Expires
October 3, 2017
Bonded Thru Notary Public Underwriters

Jenifer Ryan Tucker
(Notary Public)

JENIFER RYAN TUCKER
NOTARY PUBLIC
ALABAMA STATE AT LARGE

(Lender Acknowledgment)

STATE OF ALABAMA, COUNTY OF Jefferson ss.

I, Jenifer Ryan Tucker, a notary public, in and for said County in said State, hereby certify that Tom Russell, whose name(s) as Loan Officer of EvaBank, a corporation, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 12th day of February, 2016.

My commission expires:

Notary Public - Alabama State At Large
My Commission Expires
October 3, 2017
Bonded Thru Notary Public Underwriters

Jenifer Ryan Tucker
(Notary Public)

JENIFER RYAN TUCKER
NOTARY PUBLIC
ALABAMA STATE AT LARGE

SHELBY COUNTY ALABAMA

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/17/2016 01:23:41 PM
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