

This instrument was prepared by

First National Bank of Shelby County (name)

Columbiana, AL 35051 (address)

State of Alabama

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 10-17-2003.
The parties and their addresses are:

MORTGAGOR: T & R Properties, LLC, a limited liability company
2829 Pelham Pkwy.
Pelham, AL 35124

[REDACTED]

LENDER: First National Bank of Shelby County
Organized and existing under the laws of the United States of America
P.O. Box 977
Columbiana, AL 35051

[REDACTED]

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 1/31/97 and recorded on 2/25/97 in Instrument No: 1997-05944 and corrected by Instrument dated 4/3/97 and recorded in Instrument No: 1997-13524 in the Probate Office of Shelby County, Alabama. The property is located in Shelby County at 2829 Pelham Pkwy, Pelham, AL 35124.

Described as:

Property being described on Exhibit "A" attached hereto and made part and parcel hereof and incorporated by reference as fully as if set out herein, which said Exhibit is signed for the purpose of identification.

Thomas R. Vigneulle, Sr. is one and the same person as Thomas R. Vigneulle.

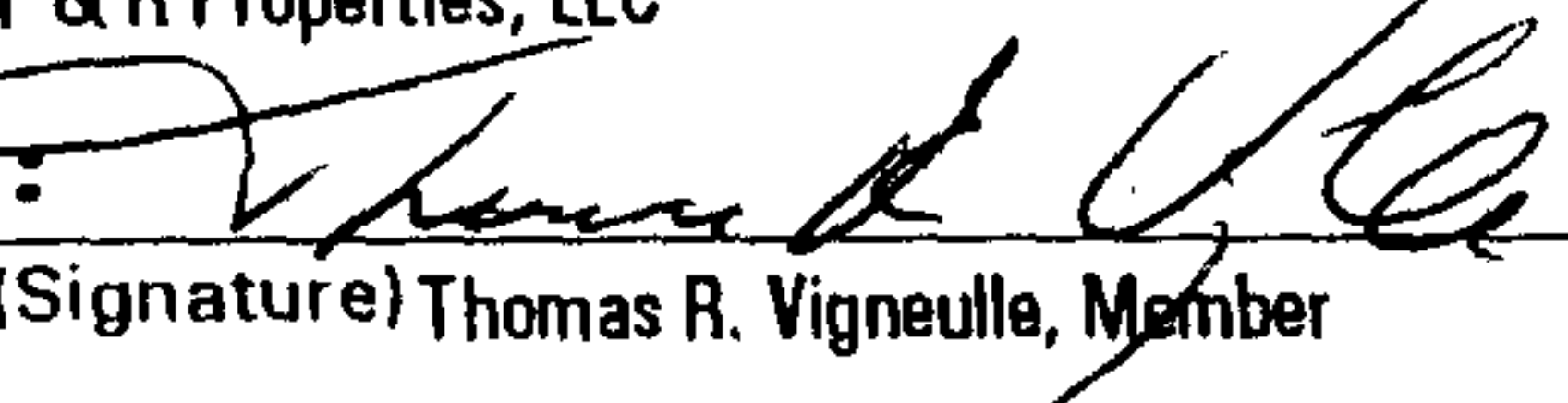
MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$1,250,000.00 ☒ which is a \$410,000.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

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

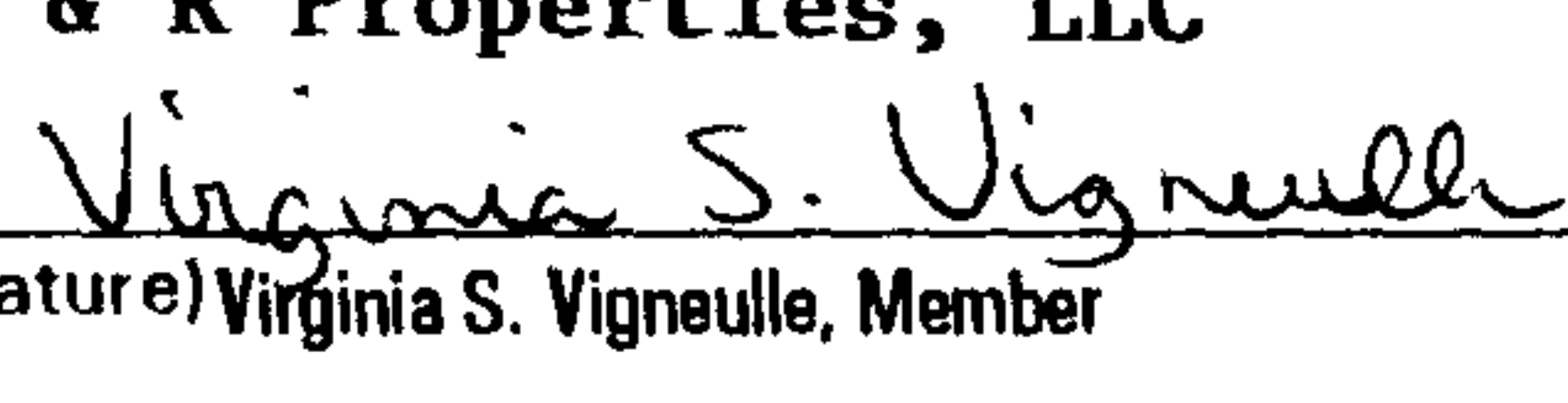
SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

T & R Properties, LLC
By:  (Seal)
(Signature) Thomas R. Vigneulle, Member (Date)

____ (Seal)
(Signature) (Date)

____ (Seal)
(Signature) (Date)

(Witness as to all signatures)

T & R Properties, LLC
By:  (Seal)
(Signature) Virginia S. Vigneulle, Member (Date)

____ (Seal)
(Signature) (Date)

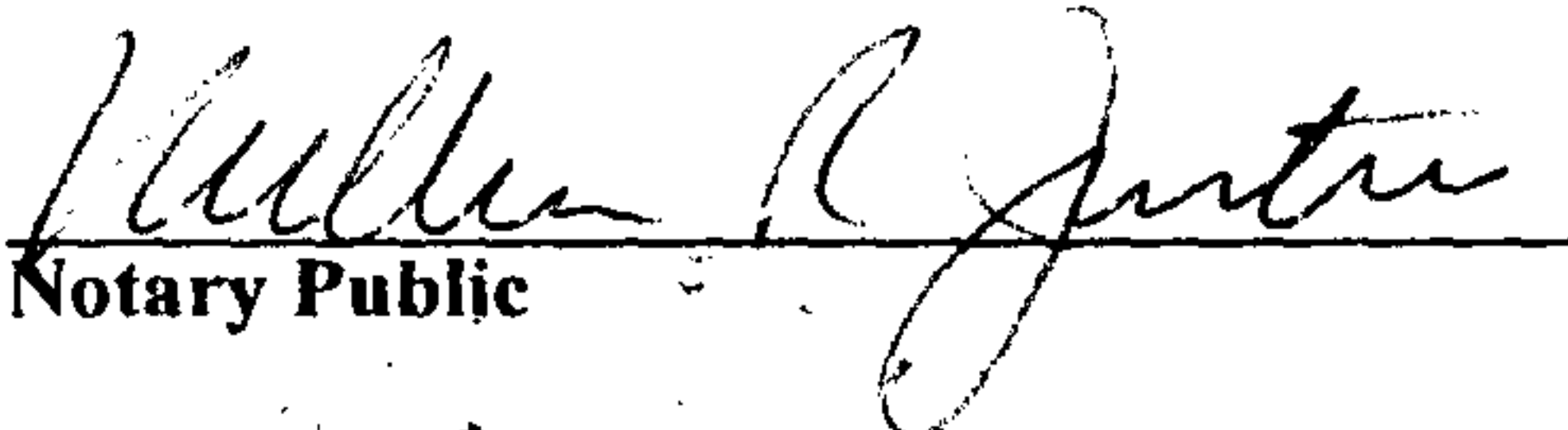
____ (Seal)
(Signature) (Date)

(Witness as to all signatures)

STATE OF ALABAMA
COUNTY OF SHELBY

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that **Thomas R. Vigneulle and Virginia S. Vigneulle, as Members of T & R Properties, LLC**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he in his capacity as a member, executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 17th day of October, 2003.


Notary Public

My Commission Expires: 9/12/07

EXHIBIT A

Commence at the SE corner of the NW 1/4 of the SE 1/4 of Section 12, Township 20 South, Range 3 West, and run North 89 deg. 53 min. 05 sec. West along South line of said 1/4 - 1/4 Section a distance of 900.88 feet; thence North 25 deg. 49 min. 04 Seconds East a distance of 184.79 feet to the centerline of a 100.00 foot wide Alabama Power Company right-of-way, this being the point of beginning; thence continue along the last described course a distance of 206.81 feet; thence North 64 deg. 10 min. 56 sec. West a distance of 600.00 feet to a point on the Easterly right-of-way line of U.S. Highway 31 (200 foot right-of-way); thence South 25 deg. 49 min. 04 sec. West along said highway right-of-way a distance of 186.96 feet to the centerline of said Alabama Power Company right-of-way; thence South 61 deg. 53 min. 36 sec. and along said centerline a distance of 601.45 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with non-exclusive easements for ingress and egress as set out in Easement Agreement dated February 10, 1994 being more particularly described as follows:

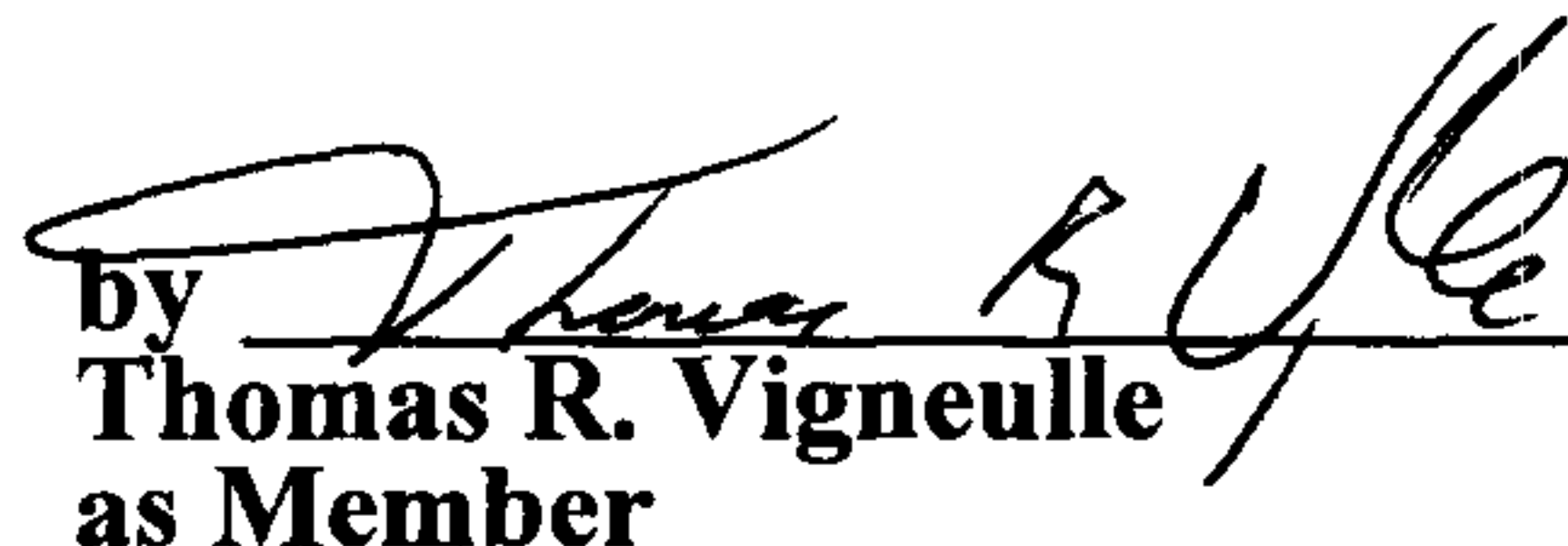
(a) Commence at the SW corner of the NW 1/4 of the SE 1/4 of Section 12, Township 20 South, Range 3 West and run South 89 deg. 53 min. 05 sec. East along the South line of said 1/4 - 1/4 Section 400.55 feet; thence North 25 deg. 49 min. 04 sec. East and run 391.60 feet; thence North 64 deg. 10 min. 56 sec. West and run 555.00 feet to the point of beginning of a 20 foot wide easement lying South of the following described line; thence continue along last described course and along North line of said 20 foot easement of 40.0 feet to the East right-of-way of U. S. Highway #31 and the end of said easement; being situated in Shelby County, Alabama.


(b) Commence at the SW corner of the NW 1/4 of the SE 1/4 of Section 12/ Township 20 South, Range 3 West and run South 89 deg. 53 min. 05 sec. East along the South line of said 1/4 - 1/4 Section 400.55 feet; thence North 25 deg. 49 min. 04 sec. East and run 391.60 feet; thence North 64 deg. 10 min. 56 sec. West and run 555.00 feet to the point of beginning of a 20 foot wide easement lying North of the following described line; thence continue along last described course and along south line of said 20 foot easement 40.0 feet to the East right-of-way of U.S. Highway #31 and the end of said easement; being situated in Shelby County, Alabama.

All being situated in Shelby County, Alabama

SIGNED FOR IDENTIFICATION:

T & R Properties, LLC

by 
Thomas R. Vigneulle
as Member

by 
Virginia S. Vigneulle
as Member