

Name **DAVID FAUGHT AND DONNA GAIL FAUGHT**
Loan # **61003766**

20071206000553320 1/4 \$248.00
Shelby Cnty Judge of Probate, AL
12/06/2007 09:59:33AM FILED/CERT

MORTGAGE MODIFICATION AGREEMENT

RECORD TO INCREASE PRINCIPAL AMOUNT BY \$150,000

AND TO CORRECT LEGAL DESCRIPTION – SEE EXHIBIT “A”

THIS MODIFICATION AGREEMENT (hereinafter referred to as "Modification Agreement") is made and entered into NOVEMBER 9, 2007, by and between DAVID FAUGHT AND DONNA GAIL FAUGHT, HUSBAND AND WIFE (whether one or more, jointly and severally hereinafter referred to as "Borrower"), and **ALIENT BANK**, an Alabama banking corporation (sometimes formerly known as First National Bank of Alexander City, Elmore County National Bank, Elmore County Bank or First Montgomery Bank) (hereinafter referred to as "Lender").

A. Borrower previously executed and delivered unto Lender that certain EQUITY LINE OF CREDIT AGREEMENT Note (the "Note") dated APRIL 6, 2007, in the original principal sum of \$150,000.00.

B. The Note is secured by that certain Mortgage dated APRIL 6, 2007, Borrower to Lender, which Mortgage is recorded in the Office of the Judge of Probate of SHELBY County, Alabama, in RLPY/Roll 20070418000180760, at Page/Frame/Card (the "Mortgage").

C. Borrower desires certain modifications to the Note and/or Mortgage and Lender is willing to make such modifications on the terms and conditions as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender, intending to be legally bound, do hereby agree as follows (mark box(es) of applicable provision(s)):

1. Mortgage. The Mortgage is hereby amended as follows (mark box(es) of applicable provision(s), if any):

- ☒ The principal sum secured is hereby amended to be U.S. \$300,000.00.
- ☐ If a maturity date specified in the Mortgage is sooner than the maturity date under the Note (as amended hereby), the Maturity Date under the Mortgage is hereby amended to delete reference to any maturity date or, if the Maturity Date of the Note is greater than twenty (20) years from the date hereof, the Maturity Date of the Mortgage shall be the Maturity Date of the Note (as amended hereby).

2. ☐ Borrower agrees to pay the following fees:

3. The Borrower hereby confirms and agrees that the Mortgage (as such may be amended hereby) continues to secure all amounts which may now or hereafter be outstanding under the Note, as amended hereby, and Borrower hereby represents and warrants to the Lender that no other mortgage or security interest has been granted with respect to the property secured by the Mortgage since the original date of the Mortgage.

4. The Borrower hereby represents and warrants to the Lender that there is no default or event of default outstanding under the Note, Mortgage or any related loan agreement, or any event or circumstance which, with the giving of notice or the passage of time or both, would likely constitute such a default or event of default under the Note, Mortgage or related loan agreements.

5. If the Mortgage is modified by this Modification Agreement, the Borrower shall cause this Modification Agreement to be recorded in the Office of the Judge of Probate of SHELBY County, Alabama, shall pay or reimburse Lender for all recording fees in connection therewith and shall cause and endorsement to be issued to the existing title insurance commitment or policy, updating such commitment or policy through the date of recordation of this Modification Agreement and reflecting any amendments made hereby, without any intervening liens or encumbrances, all at the expense of the Borrower.

6. This Modification Agreement shall be deemed effective as of the date hereof unless another date is specified here:

7. Except as expressly amended hereby, the Borrower agrees that the Note, Mortgage and any related loan agreement shall remain unmodified and not effected by this Modification Agreement and each such documents remains in full force and effect. This is the entire agreement of the parties with respect to the subject matter hereof and, together with the Note, Mortgage and any related written loan agreement, contain the entire agreement of the parties with respect to the subject matter hereof.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

IN WITNESS WHEREOF, Borrower and Lender have caused this Modification Agreement to be executed in one or more counterparts, each of which shall be deemed to be an original, as of the date first set forth above. Borrower hereby acknowledges receipt of a copy of this Modification Agreement.

"BORROWER"

DAVID FAUGHT

(L.S.)

DONNA GAIL FAUGHT

(L.S.)

"LENDER"
ALIAN T BANK

By:

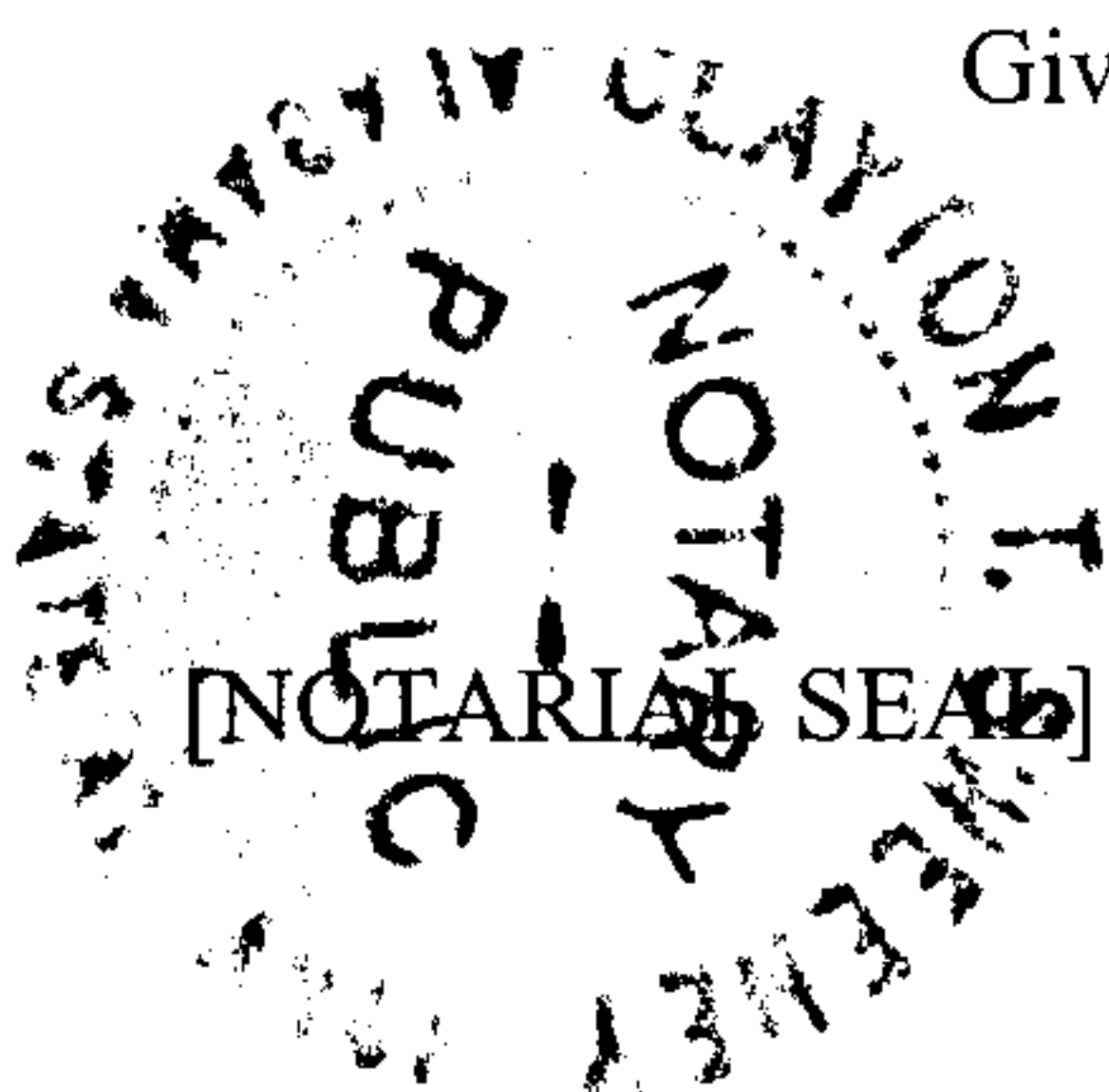
Cheryl Hill
Its BRANCH MANAGER

(EXECUTE ACKNOWLEDGMENT ON NEXT PAGE IF MORTGAGE AMENDED)

STATE OF ALABAMA)
SHELBY: COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that CHERYL T HITT, whose name as BRANCH MANAGER of ALIAN T BANK, a ALABAMA corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, 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 9th day of November 2007

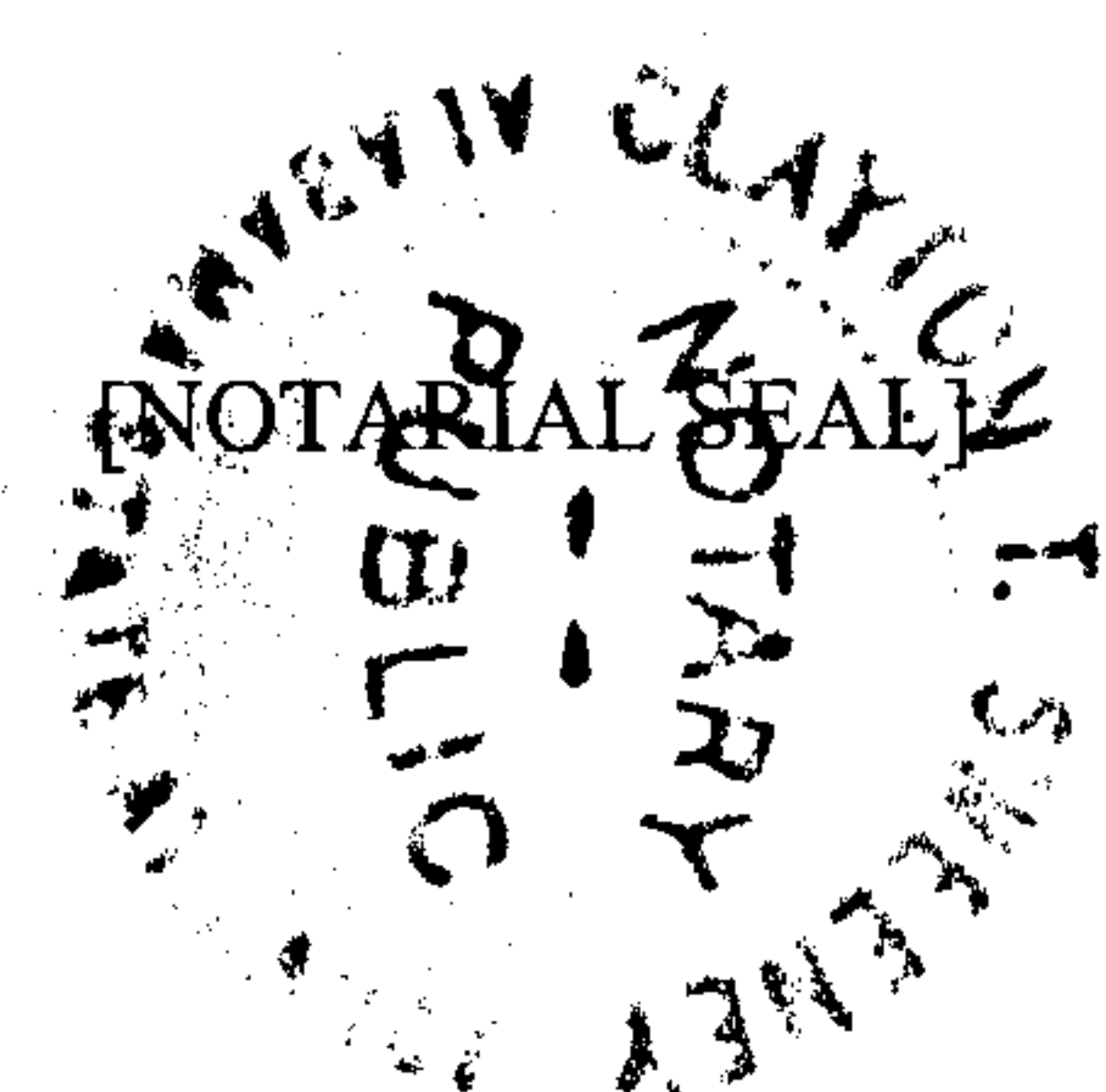


Clayton T. Sweeney
Notary Public
My commission expires: 6-5-2011

STATE OF ALABAMA)
:)
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that DAVID FAUGHT AND DONNA GAIL FAUGHT, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of Nov, 2007.



Clayton T. Sweeney
Notary Public
My commission expires: 6-5-2011

This instrument prepared by : LINDA TAYLOR
Aliant Bank
200 Aliant Parkway
P.O. Box 1237 [35011]
Alexander City, Alabama 35010

Clayton T. Sweeney, Attorney
2700 Hwy. 280 E., Ste. 160
Birmingham, AL 35223

Exhibit "A"
Legal Description

A parcel of land situated in NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 25, Township 20 South, Range 2 West and also in the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 30, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a crimped iron found at the SE corner of NE 1/4 of the SE 1/4 of said Section 25; thence run West along the South line of said 1/4-1/4 Section for a distance of 289.44 feet to a point; thence turn an angle to the right of 87 degrees 03 minutes 57 seconds and run in a Northerly direction for a distance of 838.42 feet; to the point of beginning; thence continue along last stated course for a distance of 882.48 feet to a point on the center line of a road; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in an Easterly direction along the center line of said road for a distance of 599.97 feet to a point on a curve to the right having a central angle of 43 degrees 48 minutes 38 seconds and a radius of 350.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along the center line of said road for a distance of 267.62 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along the center line of said road for a distance of 208.26 feet to a point on a curve to the left having a central of 27 degrees 53 minutes 47 seconds and a radius of 175.00 feet; thence run in a Southeasterly direction along the center line of said road for a distance of 85.20 feet to a point; thence turn an angle to the left from the radius of last stated curve of 15 degrees 54 minutes 51 seconds and run in a southerly direction for a distance of 598.87 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a Westerly direction for a distance of 1065.72 feet to the point of beginning; being situated in Shelby County, Alabama.

A 60 foot non-exclusive easement lying 30 feet either side of a line situated in Section 25, Township 20 South, Range 2 West, and Section 30, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin locally accepted to be the NW corner of NE 1/4 of the NE 1/4 of said Section 25; thence run South along the West line of said 1/4-1/4 Section for a distance of 539.23 feet to the centerline of an easement as described in Deed Book 322, Page 78, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 60 degrees 40 minutes 53 seconds and run in a Southwesterly direction along the centerline of said easement for a distance of 298.72 feet to the point of beginning of the 60 foot easement herein described; thence turn an angle to the left of 136 degrees 03 minutes 15 seconds and run in a Southeasterly direction along the centerline of said 60 foot easement for a distance of 214.72 feet to a point on a curve to the right having a central angle of 54 degrees 06 minutes 51 seconds and a radius of 200.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along the centerline of said 60 foot easement for a distance of 188.89 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along the centerline of said 60 foot easement for a distance of 59.58 feet to a point on a curve to the left having a central angle of 22 degrees 30 minutes 58 seconds and a radius of 300.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along the centerline of said 60 foot easement a for a distance of 117.89 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along the centerline of said 60 foot easement for a distance of 67.10 feet to a point on a curve to the right having a central angle of 55 degrees 03 minutes 06 seconds and a radius of 200.00 feet; thence run in a Southeasterly to Southwesterly direction along the arc of said curve and also along the centerline of said 60 foot easement for a distance of 192.17 feet to a point; thence run tangent to last stated curve in a Southwesterly direction along the centerline of said 60 foot easement for a distance of 369.16 feet to a point on a curve to the right having a central angle of 50 degrees 11 minutes 13 seconds and a radius of 269.51 feet; thence run in a Southwesterly direction along the arc of said curve and also along the centerline of said 60 foot easement for a distance of 236.08 feet to a point; thence run tangent to last stated curve in a Southwesterly direction along the centerline of said 60 foot easement for a distance of 204.68 feet to a point on a curve to the left having a central angle of 21 degrees 47 minutes 12 seconds and a radius of 201.35 feet; thence run a Southwesterly direction along the arc of said curve and also along the centerline of said 60 foot easement for a distance of 76.56 feet to a point; thence run tangent to last stated curve in a Southwesterly direction along the centerline of said 60 foot easement for a distance of 42.70 feet to a point on a curve to the left having a central angle of 113 degrees 46 minutes 59 seconds and a radius of 75.00 feet; thence run in a Southwesterly direction along the arc of said curve and also along the centerline of said 60 foot easement for a distance of 148.94 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along the centerline of said 60 foot easement for a distance of 212.45 feet to a point on a curve to the right having a central angle of 30 degrees 45 minutes 16 seconds and a radius of 415.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along the said 60 foot easement for a distance of 222.76 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along the centerline of said 60 foot easement for a distance of 76.50 feet to a point on a curve to the left having a central angle of 47 degrees 14 minutes 08 seconds and a radius of 114.35 feet; thence run in a Southeasterly direction along the arc of said curve and also along the centerline of said 60 foot easement for a distance of 94.27 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along the centerline of said 60 foot easement for a distance of 1266.53 feet to a point on a curve to the right having a central angle of 43 degrees 48 minutes 38 seconds and a radius of 350.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along the centerline of said 60 foot easement for a distance of 267.62 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along the centerline of said 60 foot easement for a distance of 208.26 feet to a point on a curve to the left having a central angle of 42 degrees 56 minutes 33 seconds and a radius of 175.00 feet; thence run in a southeasterly direction along the arc of said curve and also along the centerline of said 60 foot easement for a distance of 131.16 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along the centerline of said 60 foot easement for a distance of 69.30 feet to a point on a curve to the right having a central angle of 42 degrees 55 minutes 29 seconds and a radius of 200.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along the centerline of

[Handwritten signature]

said 60 foot easement for a distance of 149.84 feet to a point; thence run tangent to last stated curve in a Southeasterly direction for a distance of 655.00 feet to the end of said 60 foot easement.


Also:

A 60 foot non-exclusive access easement lying 30 feet either side of a line situated in the East 1/2 of Section 25, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a crimped iron found at the SE corner of the NE 1/4 of the SE 1/4 of said Section 25; thence run West along the South line of said 1/4-1/4 Section for a distance of 289.44 feet to the point of beginning of the centerline of said 60 foot easement; thence turn an angle to the right of 87 degrees 03 minutes 57 seconds and run in a Northerly direction along the center line of said 60 foot easement for a distance of 1720.90 feet to the end of said easement and the intersection of 60 foot overall non-exclusive easement described herein.

Donna Gail Faught is one and the same person as Gail Faught as reflected in that certain mortgage recorded in Instrument No. 2007041800018076 and that certain Warranty Deed recorded in Instrument 2002-18635.

The legal description hereinabove described corrects that certain legal description recorded in Instrument No. 2007041800018076.


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