

This Instrument Prepared By:

John C. Ham  
Jefferson/Shelby President  
Southern States Bank  
201 Office Park Drive  
Suite 220, Overlook Park  
Mountain Brook, AL 35223

**THIS MORTGAGE AMENDS THE MORTGAGE DATED DECEMBER 20, 2007, AND FILED FOR RECORD ON DECEMBER 27, 2007, IN DOCUMENT 20071227000578790 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, TO CORRECT AND MODIFY THE LEGAL DESCRIPTION OF THE REAL PROPERTY CONVEYED IN THAT MORTGAGE.**

**MORTGAGE MODIFICATION AGREEMENT**

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

This Agreement is by and between Southern States Bank ("Mortgagee") and Edd Johnson, III ("Mortgagor").

WHEREAS, subject property does not constitute the homestead of the mortgagor or his spouse.

WHEREAS, Mortgagor is indebted to Bank as evidenced by the Promissory Note dated December 20, 2007 ("Note"), and secured by a Mortgage on real property situated in Shelby County, Alabama, such mortgage being recorded in Document 20071227000578790 in the office of the Judge of Probate of **SHELBY County, ALABAMA** ("Mortgage"); and

WHEREAS, Mortgagor and Mortgagee desire to modify the terms of said Mortgage as set forth herein.


NOW, THEREFORE, for and in consideration of the premises, Mortgagor and Mortgagee agree that the Mortgage is modified as follows:

**DELETE THE EXISTING LEGAL DESCRIPTION OF THE REAL PROPERTY CONVEYED BY THE MORTGAGE AND SUBSTITUTE THEREFORE THE ATTACHED EXHIBIT "A".**

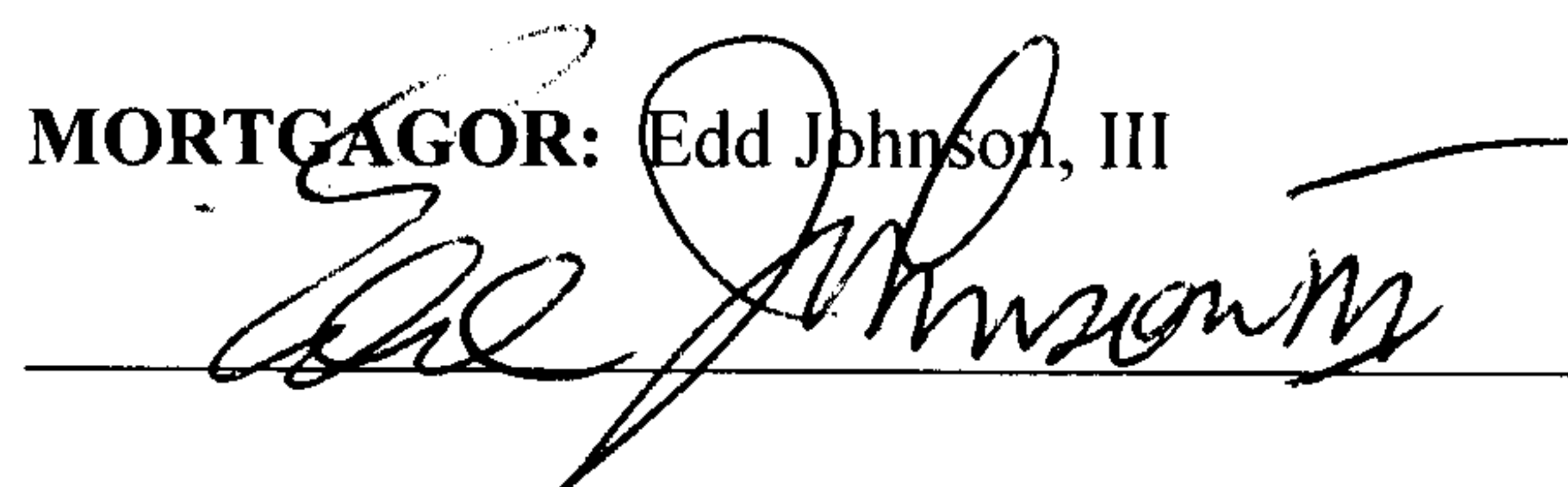
Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective this 22<sup>nd</sup> day of August, 2008.

**MORTGAGEE:** Southern States Bank

  
By: Bill Black  
Its: Senior Vice President

**MORTGAGOR:** Edd Johnson, III



STATE OF ALABAMA     )  
SHELBY COUNTY        )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Edd Johnson, III, 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this 22<sup>nd</sup> day of August, 2008.

Alecia Nicole Berry  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires June 6, 2009

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bill Black whose name as Senior Vice President of Southern States Bank, an Alabama banking corporation, 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 such conveyance, 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 22<sup>nd</sup> day of August, 2008.

Alecia Nicole Berry  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires June 6, 2009

Exhibit A

A Parcel of land lying in the Northeast ¼ of the Northeast ¼ of Section 25, Township 20 South, Range 3 West in Shelby County, Alabama being more particularly described as follows;

Commence at the NE corner of Section 25, Township 20 South, Range 3 West and run Southerly along the East line of said Section 25, 727.42 feet to the point of beginning; thence continue along last described course; 30.68 feet; thence right 83 degrees 22' 11" and run 226.50 feet; thence left 83 degrees 22' 11" and run 70.00 feet to a point on the West line of a 30 foot wide easement; thence continue Southerly along said West line, 10.00 feet, more or less, to a point on the North line of a 30 foot wide easement; thence run Northwesterly along said easement, 5.00 feet, more or less; thence left 30 degrees 46' 31" and run 83.00 feet, more or less; thence left 40 degrees 23' 11" and run 165.00 feet, more or less; thence right 16 degrees 33' 14" and run 13.00 feet, more or less, to a point on the East right of way line of McCain Parkway; thence turn and run Northerly along said Right of Way, 226.00 feet, more or less; thence right 89 degrees 40' 48" and run 468.64 feet to the point of beginning; being situated in Shelby County, Alabama.

**Less and except from the above property all that portion that lies South of the centerline of a ditch more particularly described as follows:**

A parcel of land in the NE ¼ of the NE ¼ of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the NE corner of Section 25, Township 20 South, Range 3 West and run Southerly along the East line of said Section 25, 742.42 feet to the point of beginning; thence continue along last described line, 15.68 feet; thence turn right 83 degrees 22' 11" and run 226.50 feet; thence turn left 83 degrees 22' 11" and run 70.00 feet to a point on the West line of a 30 foot easement; thence continue Southerly along said easement to a point on the north line of a 30 foot easement; thence run Northwesterly along said easement 5.00 feet, more or less; thence run Southwesterly along said easement 261.00 feet, more or less, to the point of intersection of the East right of way line of McCain Parkway (50 foot right of way) and the centerline of a ditch; thence run Northeasterly along said centerline 530.00 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

**Also less and excepted from the above property is the following:**

A Parcel of land lying in the Northeast ¼ of the Northeast ¼ of Section 25, Township 20 South, Range 3 West in Shelby County, Alabama; Commence at the NE corner of Section 25, Township 20 South, Range 3 West in Shelby County, Alabama; thence South along the East line of said section a distance of 727.42 feet to the Point of Beginning of the parcel herein described; thence continue along the last described course a distance of 15.52 feet to the centerline of an existing ditch; thence South 83 degrees 59'54" West and along said centerline of ditch a distance of 143.75 feet; thence North 89degrees 06'26" West and along said centerline of ditch a distance of 80.89 feet; thence North 00 degrees 14'30" West a distance of 28.36 feet; thence North 89 degrees 45'30" East a distance of 223.73 feet to the point of beginning.

Subject property does not constitute the homestead of the mortgagor or his spouse.

Signed for identification

EDD JOHNSON, III

Date

Date

Date

Date

Date

Date