



20101210000415170 1/4 \$246.00
Shelby Cnty Judge of Probate, AL
12/10/2010 12:10:09 PM FILED/CERT

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LOAN NUMBER: 7401352500

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **6th day of December, 2010**, between **G & S Properties, LLC**, an Alabama Limited Liability Company, whose address is **1809 McCain Parkway, Pelham, Alabama 35124** ("Borrower"), and **Aliant Bank** whose address is **200 Aliant Parkway, PO BOX 1237, Alexander City, Alabama 35011-1237** ("Lender").

Aliant Bank and Borrower entered into a Mortgage dated **October 6, 2008** and recorded on **October 14, 2008**, in Book **20081014000**, Page **405140**, records of **COUNTY of SHELBY**, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: **2940 County Highway 11, Pelham, Alabama 35124**

Legal Description: **SEE EXHIBIT "A"**

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage. Borrower and Lender hereby agree to modify the Mortgage as follows:

- **ORIGINAL MORTGAGE AMOUNT OF \$ 1,200,000.00 IS HEREBY INCREASED BY \$ 150,000.00 FOR A TOTAL SECURITY OF \$ 1,350,000.00.**

Borrower and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Mortgage does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

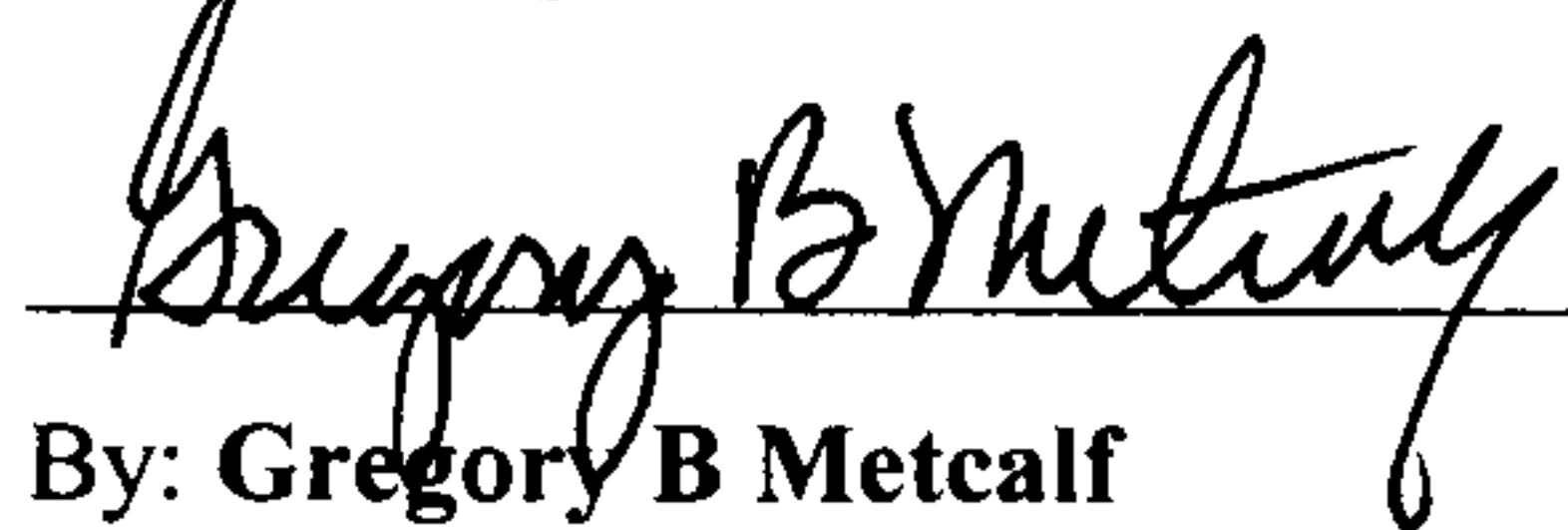
Initials

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

G & S Properties, LLC



By: Gregory B Metcalf
Its: Member

Date

BUSINESS ACKNOWLEDGMENT

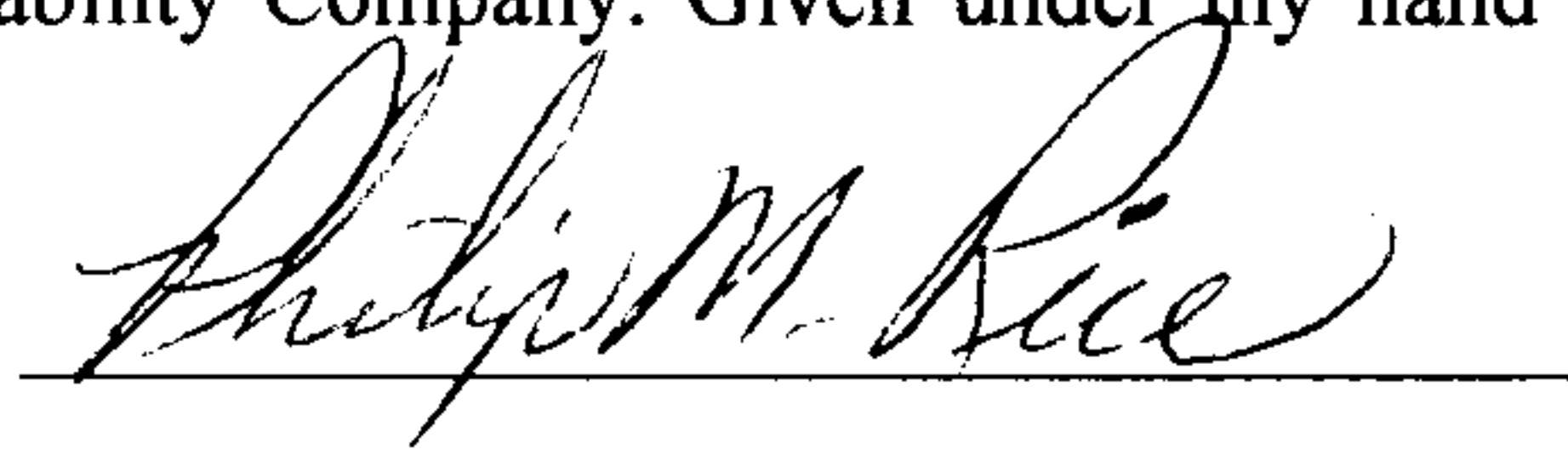
STATE OF ALABAMA)

COUNTY OF Shelby)

I, Philip M. Rice in and for said County and in said State, hereby certify that **Gregory B Metcalf, Member** on behalf of **G & S Properties, LLC**, an Alabama Limited Liability Company, 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 the instrument, he/she, in his/her official capacity and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company. Given under my hand this the

6 - Dec, 2010.

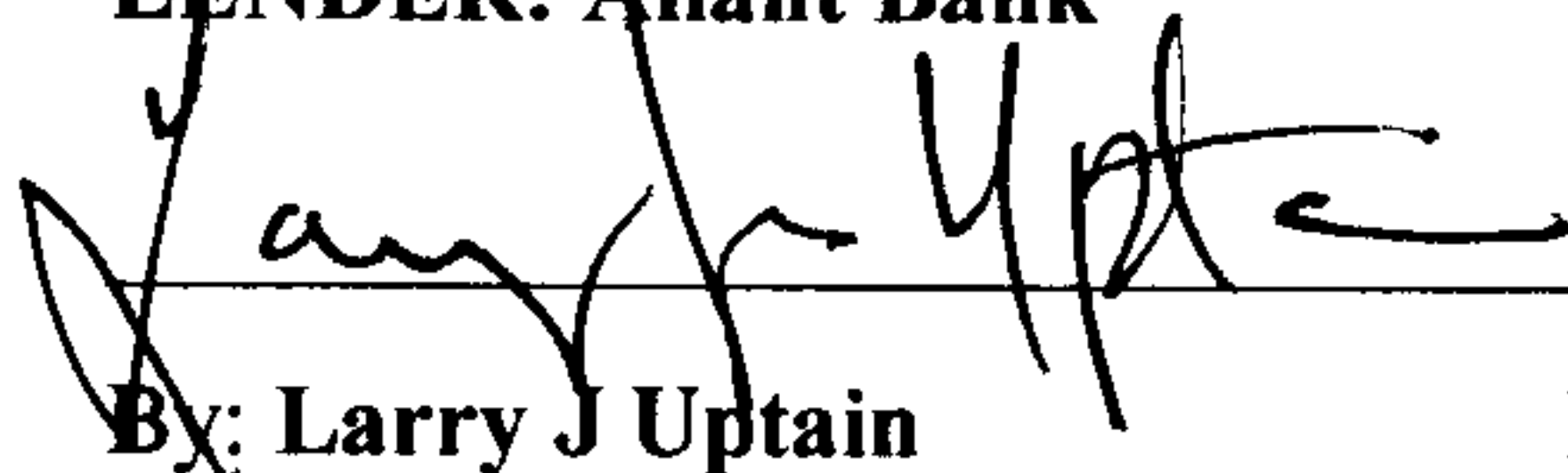
My commission expires: _____



Identification Number _____


(Official Seal)

LENDER: Aliant Bank



By: Larry J Uptain
Its: President

Date


Initials

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Carolyn Beekun, notary in and for said County and in said State, hereby certify that **Larry J Uptain, President of Aliant Bank**, a(n) Alabama **Bank**, 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 the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said **Bank**.

Given under my hand this the 12/6/10.

My commission expires: _____

MY COMMISSION EXPIRES MAY 15, 2014

_____ residing at _____,

_____, _____

_____.

Tallapoosa

Shelby County, AL

Identification Number _____

(Official Seal)

THIS INSTRUMENT PREPARED BY:

**Aliant Bank
Linda Taylor
PO Box 1237
Alexander City, AL 35011**


AFTER RECORDING RETURN TO:

**Aliant Bank
Post Office Box 1237
Alexander City, AL 35011-1237**



Exhibit "A"
Legal Description

Part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From the Northeast corner of said Section 30, run in a Westerly direction along the North line of said Section for a distance of 1,971.25 feet to a point of intersection with the Southeast right of way line of Shelby County Highway #11; thence turn an angle to the right of 180 deg. and run in an Easterly direction for a distance of 558.33 feet; thence turn an angle to the right of 89 deg. 28 min. 29 sec. and run in a Southerly direction for a distance of 67.43 feet to the point of beginning; thence continue last mentioned course for a distance of 342.70 feet; thence turn an angle to the right of 71 deg. 31 min. 55 sec. and run in a Southwesterly direction for a distance for of 117.00 feet to a point of curve, said curve being concave in a Northerly direction and having a central angle of 56 deg. 11 min. and a radius of 251.02 feet; thence turn an angle to the right and run along the arc of said curve for a distance of 246.15 feet to the point of ending of said curve; thence run in a Northwesterly direction along a line tangent to end of said curve for a distance of 59.00 feet; thence turn an angle to the right of 68 deg. 21 min. 37 sec. and run in a Northeasterly direction for a distance of 319.35 feet; thence turn an angle to the right of 74 deg. 26 min. and 23 sec. and run in an Easterly direction for a distance of 302.25 feet to the point of beginning; being situated in Shelby County, Alabama.


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