



20110202000037000 1/3 \$22.50
Shelby Cnty Judge of Probate, AL
02/02/2011 02:15:12 PM FILED/CERT

This instrument was prepared by

BRYANT BANK (name)

21290 HIGHWAY 25, COLUMBIANA AL 35051 (address)

_____ State of Alabama _____ Space Above This Line For Recording Data _____

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 01-19-2011.
The parties and their addresses are:

MORTGAGOR: KMG REAL ESTATE HOLDINGS, L.L.C.,
136 KINGS CREST LANE
PELHAM, AL 35124

LENDER: BRYANT BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
21290 HIGHWAY 25
COLUMBIANA, AL 35051

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 10-10-2007 and recorded on 10-23-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT 20071023000491100.
The property is located in SHELBY County at 8051 HIGHWAY 31, CALERA, AL 35040.

Described as:
SEE ATTACHED EXHIBIT "A"

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.)

NOTE DATED 1/19/2011 IN THE AMOUNT OF \$153,000.00

ADDITIONAL MORTGAGE TAXES PAID ON 3,000.00



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☒ MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$153,000.00 ☒ which is a \$3,000.00 ☒ 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.

KMG REAL ESTATE HOLDINGS, L.L.C.

Kenneth M. Graves (Seal)
(Signature) KENNETH M. GRAVES, MEMBER (Date)

____ (Seal)
(Signature) (Date)

____ (Seal)
(Signature) (Date)

____ (Seal)
(Signature) (Date)

____ (Seal)
(Signature) (Date)

____ (Seal)
(Signature) (Date)

(Witness as to all signatures)

(Witness as to all signatures)

ACKNOWLEDGMENT:

(Business
or Entity
Acknowledgment)


STATE OF ALABAMA, COUNTY OF Shelby } ss.
I, a notary public, in and for said County in said State, hereby certify that KENNETH M. GRAVES
____ whose name(s) as
MEMBER (Title(s))
of the KMG REAL ESTATE HOLDINGS, L.L.C. (Name of Business or Entity)
a ALABAMA (Describe the Type of Entity),
is/are 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/she/they, in such capacity and with full authority,
executed the same voluntarily for and as the act of said entity. Given under my hand this the
19TH day of JANUARY, 2011
My commission expires:

Melinda S. Walker
(Notary Public)

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MELINDA S. WALKER
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
April 9, 2013

EXHIBIT A


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A lot in the Town of Calera, Alabama, described as follows:

Commencing at the point of intersection of the East right of way line of the Birmingham Montgomery Highway, being U.S. Highway #31, with the center line of the L & N Railroad Company's "Y" track in the Town of Calera and run thence North 2 degrees 53 minutes East for a distance of 662.13 feet to an iron pin for point of beginning of the lot herein described; thence run South 88 degrees 45 minutes East along the North line of lot belonging to Calera Motor company a distance of 240.10 feet to an iron pin on West right of way line of the "Y" track of the said L & N Railroad Company; thence North 13 degrees 15 minutes East (North 13 degrees 16 minutes East, measured) along the West right of way line of said "Y" track for a distance of 76.64 feet (76.65 feet, measured) to an iron pin; thence run North 88 degrees 45 minutes West (North 88 degrees 44 minutes 58 seconds West, measured) for a distance of 253.92 feet to an iron pin on East right of way line of 12th Street or Montgomery Avenue; run thence South 2 degrees 53 minutes West for a distance of 75 feet to point of beginning, and being part of lands described as Blocks 2 and 3 of the Map of Calera, Alabama, drawn by the South and North Alabama Railroad Company and showing the division of the lands between said Railroad Company and others, as shown of record in Deed Book 3, Page 112, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Situated in Shelby County, Alabama.