

RECORDATION REQUESTED BY:
REGIONS BANK
GARDENDALE ODUM RD
895 ODUM RD
SUITE 1
GARDENDALE, AL 35071

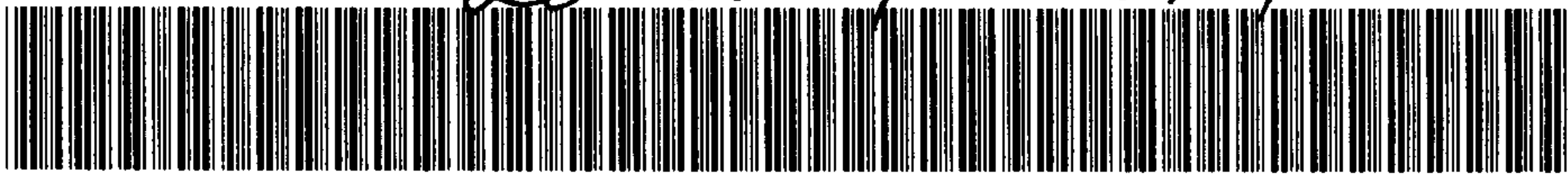
WHEN RECORDED MAIL TO:
Regions Bank
Collateral Management
PO Box 12926
Birmingham, AL 35202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

20112841003421



DOC48004001434016508400020583290000000

THIS MODIFICATION OF MORTGAGE dated December 5, 2011, is made and executed between HONEA PROPERTIES, L.L.C., A/K/A HONEA PROPERTIES, LLC A Alabama Limited Liability Company, whose address is 347 HIGHLAND VIEW DR, BIRMINGHAM, AL 35242 (referred to below as "Grantor") and REGIONS BANK, whose address is 895 ODUM RD, SUITE 1, GARDENDALE, AL 35071 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 16, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

In regard to that certain promissory note dated 07/16/2004, in the original principal sum of \$1,572,500.00 (the Original Note), and to secure the payment of the Original Note, Grantor made, executed and delivered that certain Deed of Trust or Mortgage of even date therewith and in the same principal sum as the Original Note, which deed of trust or mortgage is recorded in Book or Instrument number 20040728000418020, at Page (if applicable) of the public records of SHELBY County, AL.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

SEE EXHIBIT A

The Real Property or its address is commonly known as 16724 HWY 280, CHELSEA, AL 35043.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Principal Increase: Whereas the Note has a present principal balance of \$1258964.19, and the Borrower is the obligor under the Note and the Grantor is the grantor under the Deed of Trust or Mortgage, and Regions Bank is the owner and the holder of the Note and Deed of Trust or Mortgage; and whereas the Borrower and the Grantor have requested an additional advance of \$12489.25. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$1271453.44.

Extend Maturity date until 12/05/2012.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 5, 2011.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

HONEA PROPERTIES, L.L.C.

By: Jeffery Honea SR (Seal)
JEFFERY HONEA SR, Owner of HONEA PROPERTIES, L.L.C.

By: Emily O Honea (Seal)
EMILY O HONEA, Owner of HONEA PROPERTIES, L.L.C.

LENDER:

REGIONS BANK

X: Vendene Davis (Seal)
Authorized Signer



20120103000002710 1/3 \$1925.25
Shelby Cnty Judge of Probate, AL
01/03/2012 02:08:30 PM FILED/CERT

This Modification of Mortgage prepared by:

Name: ELISHA GREENWAY
Address: 895 ODUM RD
City, State, ZIP: GARDENDALE, AL 35071

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JEFFERY HONEA SR, Owner of HONEA PROPERTIES, L.L.C. and EMILY O HONEA, Owner of HONEA PROPERTIES, L.L.C., a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 5th day of December, 20 11.

MY COMMISSION EXPIRES MAY 2, 2015

My commission expires _____

Dana M Webb
Notary Public
Dana M. Webb

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Vertene Davis whose name as officer of REGIONS BANK is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such officer of REGIONS BANK, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 5th 14th day of December, 20 11.

MY COMMISSION EXPIRES OCTOBER 24, 2012

My commission expires _____

~~MY COMMISSION EXPIRES MAY 2, 2015~~

Dana M Webb
Notary Public
Terrika Givan



EXHIBIT "A"

A parcel of land situated in NW 1/4 of the SE 1/4 and the NE 1/4 of the SW 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

From a 4" x 4" concrete monument at the SE corner of Section 27, Township 19 South, Range 1 West, run thence West along the south boundary of said Section 27 a distance of 2488.85 feet to a point that is 2813.86 feet East of a 2" pipe at the SW corner of said Section 27; thence turn 81 deg. 16 min. 53 sec. right and run 2117.49 feet to a 1/2" rebar on the Northerly boundary of U.S. Highway #280 (varying width R.O.W.), being the point of beginning of herein described parcel of land; thence continue along said course and along an accepted property line a distance of 278.92 feet to a 1/2" rebar on the Southerly boundary of Shelby County Road #280 (80' R.O.W.), said point being on a curve concave right having a delta angle of 25 deg. 05 min. 16 sec. and tangents of 416.10 feet; thence turn 96 deg. 08 min. 42 sec. right and run a chord distance of 381.69 feet to a 1/2" rebar on said curve boundary at a point of intersection with the Westerly boundary of Old Harpersville Road (40' R.O.W.); thence turn 135 deg. 35 min. 00 sec. right and run 296.46 feet along said road boundary to a 1/2" rebar on the Northerly boundary of aforementioned U.S. Highway #280; thence turn 38 deg. 29 min. 30 sec. right and run 46.56 feet along said highway boundary to a 1/2" rebar; thence turn 26 deg. 33 min. 54 sec. left and run 111.80 feet along said highway boundary to the point of beginning of herein described parcel of land, situated in the NW 1/4-SE 1/4 and the NE 1/4-SW 1/4 of Section 27, Township 19 South, Range 1 West.

Subject to a 30' perpetual non-exclusive easement across the Southerly portion of aforescribed parcel of land, used as a service road and described to-wit: From a 1/2" rebar at the SW corner of aforescribed parcel of land, being the point of beginning of herein described 30' perpetual non-exclusive easement, run thence North along the West boundary of aforescribed parcel of land a distance of 30.00 feet to a point; thence turn 90 deg. 00 min. 00 sec. right and run 60.58 feet to a point on the Northwesterly boundary of U.S. Highway #280 (varying width R.O.W.); thence turn 153 deg. 39 min. 18 sec. right and run 67.60 feet along said highway boundary to the point of beginning of herein described perpetual non-exclusive easement.

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Shelby Cnty Judge of Probate, AL
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