

RECORDATION REQUESTED BY:
ALiant BANK, a Division of USAmeriBank
Birmingham - Corporate Office
1100 Corporate Parkway
Meadow Brook Corporate Park
Birmingham, AL 35242

ORIGINAL

WHEN RECORDED MAIL TO:
Aliant Bank, a Division of USAmeriBank
Operations Center - AL
PO Box 1237
Alexander City, AL 35011-1237

20120509000162810 1/3 \$886.95
Shelby Cnty Judge of Probate, AL
05/09/2012 10:00:07 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

USAmeriBank

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 19, 2012, is made and executed between David Shepherd , whose address is 2004 Trammel Lane, Birmingham, AL 35244 (referred to below as "Grantor") and ALIANT BANK, a Division of USAmeriBank, whose address is 1100 Corporate Parkway, Meadow Brook Corporate Park , Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 28, 2011 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Commercial Real Estate Mortgage dated July 28, 2011 and recorded on August 16, 2011 by instrument #20110816000240860 in the Office of the Judge of Probate, Shelby County, Alabama.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2006 Old Montgomery Highway, Birmingham, AL 35244. The Real Property tax identification number is 58-11-7-25-4-001-022.003.

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

1. As of the date of execution of this Agreement the current principal balance is \$416,958.03 with an increase of \$162,274.47 for a total outstanding balance of \$579,232.50 is hereby renewed, modified and extended.
2. Interest rate and repayment schedule as further defined in the Future Advance/Renewal/Consolidation Promissory Note of even date.
3. The Maturity date of the Mortgage August 5, 2016 is hereby deleted.
4. The Mortgage, as modified, shall secure the to the same extent as if the Future Advance/Renewal/Consolidation Promissory Note was originally referred to in the Mortgage as evidence of the indebtedness secured thereby.

MORTGAGE PRIVILEGE RECORDING TAX IN THE AMOUNT OF \$868.95 IS BEING PAID WITH THIS MODIFICATION OF MORTGAGE.

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 endorsers 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 APRIL 19, 2012.

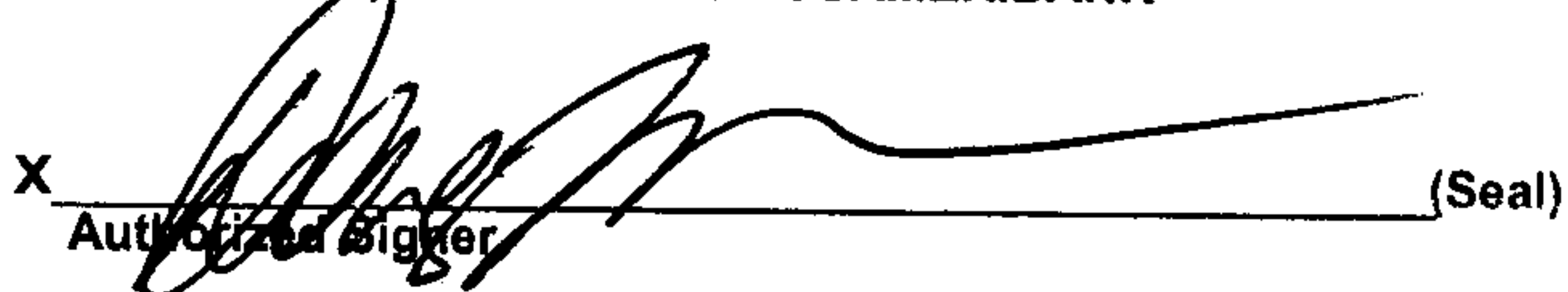
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
David Shepherd

LENDER:

ALiant BANK, A DIVISION OF USAMERIBANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Doc Prep - USAmeriBank
Address: 1100 Corporate Parkway
City, State, ZIP: Birmingham, AL 35242

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Al.

)

COUNTY OF

St. Clair

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **David Shepherd**, 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 Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

19

day of

, 20

12

Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 2, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF

Al

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COUNTY OF

St. Clair

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ whose name as _____ of **ALiant Bank**, a Division of **USAmeriBank** 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 _____ of **ALiant Bank**, a Division of **USAmeriBank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this

19

day of

, 20

12

Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 2, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS



EXHIBIT A
PROPERTY DESCRIPTION

DESCRIBED PROPERTY IS LOCATED IN SHELBY COUNTY, AL

A part of lot 2, according to the Survey of Owens Industrial Park, as recorded in Map Book 8, page 181, in the Probate Offices of Shelby County, Alabama, described as follows:

Begin at the Northeast Corner of said Lot 2, said point being on the Westerly right of way line of Shelby County Highway No. 275; thence run Southeasterly along said right of way line 100.94 feet; thence turn 90 degrees 01 minutes 00 seconds right and run Southwesterly 11.69 feet; thence turn 90 degrees 43 minutes 14 seconds right and run Northwesterly 13.69 feet; thence turn 93 degrees 14 minutes 10 seconds left and run Southwesterly 117.37 feet to a point on the Westerly line of said lot 2; thence turn 104 degrees 59 minutes 56 seconds right and run Northerly 28.03 feet; thence turn 12 degrees 30 minutes 00 seconds left and run Northwesterly 65.00 feet; thence turn 90 degrees 00 minutes 00 seconds right and run Northeasterly 122.71 feet to the point of beginning.



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