


This Modification was prepared by
WELLS FARGO BANK,
NATIONAL ASSOCIATION
420 N 20th St
6th Floor
Birmingham AL 35203
Name: Benjamin Martin
Telephone: 205/254-5553


20130708000276140 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
07/08/2013 02:05:10 PM FILED/CERT

And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
BBSG - Winston-Salem Loan Ops DSR, P.O.
Box 2705, Winston-Salem, NC 27199-8182
Attn: Stacey Williams

MODIFICATION OF MORTGAGE

This Modification of Mortgage (this "Modification") is entered into as of June 26, 2013, by and between Bowden Properties I, LLC, an Alabama limited liability company ("Mortgagor") located at 40865 US Hwy 280, Sylacauga AL 35150, and WELLS FARGO BANK, NATIONAL ASSOCIATION successor by merger to Wachovia Bank, National Association, successor in interest to SouthTrust Bank ("Mortgagee"), with an office located at 420 N 20th St, 6th Floor, Birmingham AL 35203.

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Mortgage dated as of September 13, 2002, executed by Wesley L. Bowden, Jr. and Nora M. Bowden, husband and wife, predecessor in interest to Mortgagor to Mortgagee, and recorded at Instrument 20020913000442930, in the Office of the Judge of Probate of Shelby County, Alabama, as may have been modified from time to time ("Mortgage").

B. The obligations secured by the Mortgage have been modified, or certain additional obligations have been or are to be incurred which are to be secured by the Mortgage, or other modifications to the Mortgage have become necessary, and Mortgagor and Mortgagee have agreed to modify the Mortgage to accurately reflect the obligations as secured thereby or such other modifications.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Mortgage is hereby modified to include within the indebtedness and obligations secured by the Mortgage, the payment to Mortgagee of all indebtedness and performance of all obligations evidenced by and arising under that promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, dated as of June 26, 2013, evidencing indebtedness of Bowden Properties I, LLC to Mortgagee in the maximum principal amount of \$2,190,711.18, with a final maturity date of August 3, 2017 (which represents the refinancing of that certain promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, dated as of September 13, 2002, and secured by the Mortgage), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced, even if not specifically referenced therein.



2. The Mortgage is hereby modified to include within the indebtedness and obligations secured by the Mortgage, the payment of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, at anytime secured by the Mortgage.

3. The real property and the whole thereof described in the Mortgage shall remain subject to the lien, charge or encumbrance of the Mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Mortgage, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes, loan or credit agreements, confirmation letters and disclosures, or other evidences of debt and/or the Mortgage.

4. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

MORTGAGEE:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: Ben Martin
Benjamin Martin
Title: Vice President
Clark Upton

MORTGAGOR:

Bowden Properties I, LLC

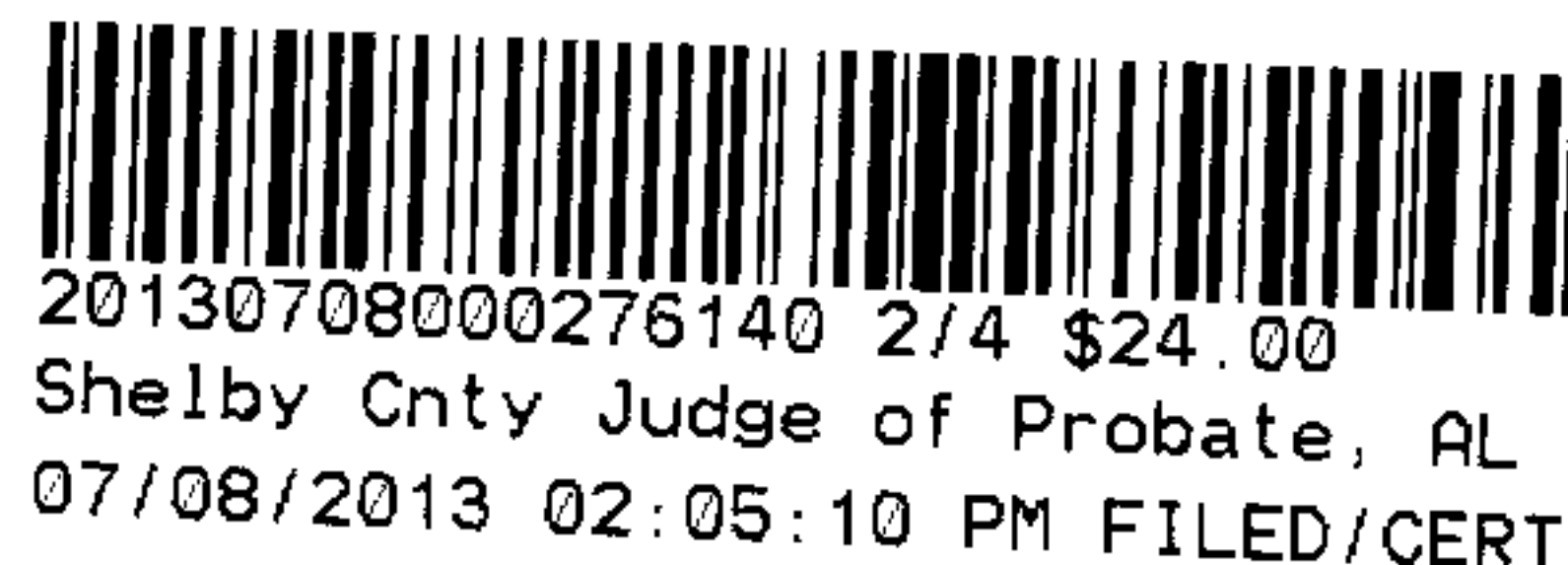
By: Wesley L Bowden Jr
Name: Wesley L Bowden Jr
Title: Managing Member

By: Nora M. Bowden
Name: Nora M Bowden
Title: Managing Member

By: Donna B Jones
Name: Donna B Jones
Title: Member

By: Deborah B Rogers
Name: Deborah B Rogers
Title: Member

BLAST Job ID 780225761
Obligor new
Obligation new
Processor Initials mpb



MORTGAGEE ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Talladega) SS

On this 26th day of June, 20 13, before me, the undersigned Notary Public, personally appeared Larry J. Upson and known to me to be the authorized agent for the Wells Fargo Bank, National Association, a national banking association, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said national banking association, duly authorized by the national banking association through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

Seal (if any)

Notary Signature: Wanda D. Doherty
My commission expires: 9/21/15

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Talladega) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Wesley L Bowden Jr, Managing Member of Bowden Properties I, LLC**, a limited liability company, 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 instrument, he or she, as such member/manager 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 26th day of June, 20 13.

Wanda D. Doherty
Notary Public
My commission expires 9/21/15



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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Talladega) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Nora M Bowden, Managing Member of Bowden Properties I, LLC**, a limited liability company, 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 instrument, he or she, as such member/manager 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 26th day of June, 2013.
Wanda D. Oyle
Notary Public
My commission expires 9/21/15

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Talladega) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Donna B Jones, Member of Bowden Properties I, LLC**, a limited liability company, 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 instrument, he or she, as such member/manager 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 26th day of June, 2013.
Wanda D. Oyle
Notary Public
My commission expires 9/21/15

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Talladega) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Deborah B Rogers, Member of Bowden Properties I, LLC**, a limited liability company, 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 instrument, he or she, as such member/manager 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 26th day of June, 2013.
Wanda D. Oyle
Notary Public
My commission expires 9/21/15