

RECORDATION REQUESTED BY:

Central State Bank
Main Office
P O Box 180
Calera, AL 35040

WHEN RECORDED MAIL TO:

Central State Bank
Main Office
P O Box 180
Calera, AL 35040

(Increase \$30,012.20)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 6, 2013, is made and executed between Jackie N Spinks Jr, a married man (referred to below as "Grantor") and Central State Bank, whose address is P O Box 180, Calera, AL 35040 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 9, 2008 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 7/11/2008 under Instrument # 20080711000280440 in the Office of the Judge of Proate of Shelby Co. AL.

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

1st Mortgage Dated 7/9/2008 and Modification of Mortgage Dated 8/6/2013, Vacant Commercial Real Estate, Shelby County, Alabama

The Real Property or its address is commonly known as 7073 Highway 31, Calera, AL 35040.

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

Mortgagee allows mortgagor to increase the original Mortgage Agreement, as modified and amended, from Thirty Four Thousand Nine Hundred Eighty-Seven and 80/100 (\$34,987.80) to Sixty Five Thousand and 00/100 (\$65,000.00).

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 AUGUST 6, 2013.

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)
Jackie N Spinks Jr

LENDER:

CENTRAL STATE BANK

X  (Seal)
Authorized Signer



20130815000332830 1/3 \$65.15
Shelby Cnty Judge of Probate, AL
08/15/2013 11:06:26 AM FILED/CERT

MODIFICATION OF MORTGAGE
(Continued)

This Modification of Mortgage prepared by:

Name: Diane Rachels, NMLS# 908111
Address: P O Box 180
City, State, ZIP: Calera, AL 35040

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jackie N Spinks Jr, 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 6th day of August, 20 13.
Diane Rachels
Notary Public

My commission expires 8-17-14

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Carlene R. Hadaway whose name as SR. Vice President of Central State 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 Sr. Vice President of Central State Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 6th day of August, 20 13.
Diane Rachels
Notary Public

My commission expires 8-17-14

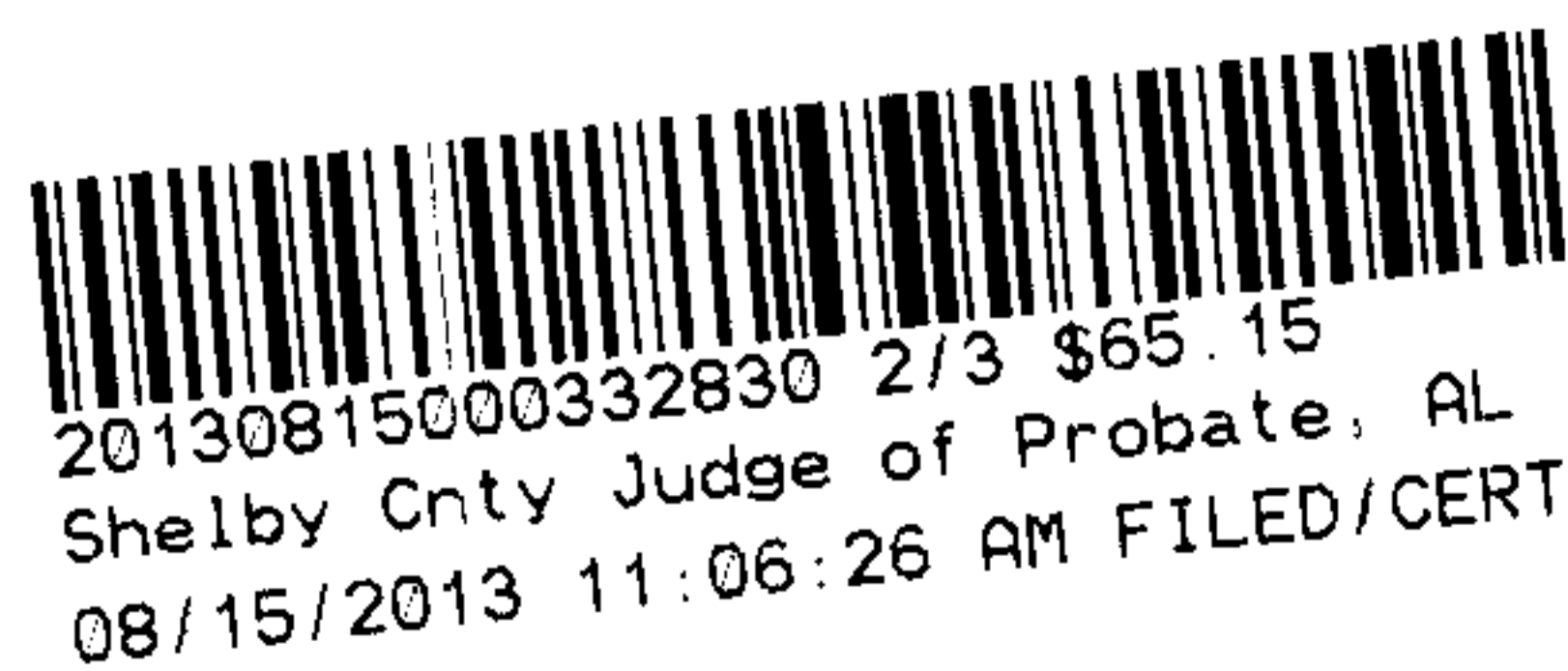



EXHIBIT A

A part of the NW 1/4 of the SW 1/4 of the NE 1/4 of Section 16, Township 22 South, Range 2 West, described as follows: Commence at the Southwest corner of the SW 1/4 of NE 1/4 of Section 16, Township 22 South, Range 2 West; thence northerly a distance of 668.52 feet along the west boundary of said SW 1/4 of the NE 1/4 to the Southwest corner of the NW 1/4 of the SW 1/4 of the NE 1/4 of said Section 16, said point being the point of beginning; thence right 00 degrees 09 minutes 09 seconds, continue northerly 333.42 feet along said West boundary; thence left 00 degrees 05 minutes 29 seconds, continue northerly 73.98 feet along said West boundary to a point on the westerly right of way line of U.S. Highway 31; thence right 158 degrees 29 minutes 20 seconds, southeasterly 436.24 feet along said westerly right of way to the South boundary of the NW 1/4 of the SW 1/4 of the NE 1/4 of Section 16; thence right 110 degrees 50 minutes 52 seconds, westerly 160.50 feet along said line to the point of beginning.


20130815000332830 3/3 \$65.15
Shelby Cnty Judge of Probate, AL
08/15/2013 11:06:26 AM FILED/CERT