

20131002000395060 1/4 \$83.75
Shelby Cnty Judge of Probate, AL
10/02/2013 12:53:10 PM FILED/CERT

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NMLS COMPANY IDENTIFIER: 402669
NMLS ORIGINATOR IDENTIFIER: 642229

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 13th day of September, 2013, between LARRY B BECKWITH, HUSBAND, whose address is 55 Salser Lane, COLUMBIANA, Alabama 35051, and CAROLYN T BECKWITH, WIFE, whose address is 55 SALSER LANE, COLUMBIANA, Alabama 35051 ("Mortgagor"), and Renasant Bank whose address is 106 EAST COLLEGE STREET, COLUMBIANA, Alabama 35051 ("Lender").

Renasant Bank and Mortgagor entered into a Mortgage dated August 15, 2008 and recorded on July 24, 2009, filed for record in records of JUDGE OF PROBATE of SHELBY COUNTY, State of Alabama, with recorder's entry number 20090724000286180 ("Mortgage"). The Mortgage covers the following described real property:

Address: 55 Salser Lane, COLUMBIANA, Alabama 35051

Legal Description: SEE ATTACHED EXHIBIT "A"

Parcel ID/Sidwell Number: 15 1 12 0 000 001.001

Property Size: 7.68 acres.

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- **THE MATURITY DATE OF THE D/T IS EXTENDED UNTIL 09/15/2023.**

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**ADDITIONAL PROVISIONS. BORROWER: LARRY B BECKWITH
CAROLYN T BECKWITH**

NOTE # 329933472

IN THE AMOUNT OF \$40,448.00

MATURITY DATE 09/15/2023

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Larry B Beckwith 9-25-13

LARRY B BECKWITH Date

Carolyn T Beckwith 9-25-13

CAROLYN T BECKWITH Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF)

I, *Shonda Lettine*, a notary, do hereby certify that **LARRY B BECKWITH**, and **CAROLYN T BECKWITH**, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this *25th* Day of *Sept. 2013*.

My commission expires:

7-19-2017

Shonda Lettine

Identification Number

(Official Seal)

LENDER: Renasant Bank

Laurie Edwards 9-25-13

By: LAURIE EDWARDS

Date

Its: PBO

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF)

I, Gwendolyn notary in and for said County and in said State, hereby certify that **LAURIE EDWARDS**, of **Renasant Bank**, a(n) **Alabama Corporation**, 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 the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

Given under my hand this the 25th day of Sept. 2013.

My commission expires: 7-19-2017

residing at

Gwendolyn

Identification Number

(Official Seal)

THIS INSTRUMENT PREPARED BY:
Renasant Bank
P.O. Box 520
KOSCIUSKO, MS 39090

AFTER RECORDING RETURN TO:
Renasant Bank
P.O. Box 520
KOSCIUSKO, MS 39090



20090724000286180 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
07/24/2009 04:10:29 PM FILED/CERT

EXHIBIT A

20090107000004230 5/5 \$83.75
Shelby Cnty Judge of Probate, AL
01/07/2009 11:32:00AM FILED/CERT

A PORTION OF THE SE QUARTER OF SECTION 1 AND THE NE QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 1 WEST, MORE PARTICULARLY AS FOLLOWS: BEGIN AT THE SW CORNER OF THE SE QUARTER OF THE SE QUARTER OF THE SE QUARTER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 1 WEST AND RUN NORTHERLY ALONG THE WEST SIDE OF THE SAID QUARTER-QUARTER FOR 407.16 FEET TO A POINT ON THE SOUTH RIGHT OF WAY TO SHELBY COUNTY, ROAD #447, THEN TURN AN ANGLE OF 123 DEGREES 12 MINUTES 2 SECONDS TO THE RIGHT AND RUN 204.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID ROAD, THEN TURN AN ANGLE OF 7 DEGREES 19 MINUTES 59 SECONDS TO THE LEFT AND RUN 210.48 TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID ROAD, THEN TURN AN ANGLE OF 39 DEGREES 29 MINUTES 42 SECONDS TO THE RIGHT AND RUN 329.12 FEET TO A POINT ON THE WEST RIGHT OF WAY OF SAID ROAD, THEN TURN AN ANGLE OF 21 DEGREES 41 MINUTES 23 SECONDS TO THE RIGHT AND RUN 236.33 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SHELBY COUNTY, ROAD #432, THEN TURN AN ANGLE OF 37 DEGREES 59 MINUTES 52 SECONDS TO THE RIGHT AND RUN 457 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID ROAD #432, THEN TURN AN ANGLE OF 14 DEGREES 40 MINUTES 39 SECONDS TO THE RIGHT AND RUN 134.89 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID ROAD #432 (SAID POINT ALSO BEING IN THE CENTERLINE OF THE NORTH FORK OF YELLOW LEAF CREEK), THEN TURN AN ANGLE OF 63 DEGREES 43 MINUTES 40 SECONDS TO THE RIGHT AND RUN 50.08 FEET ALONG THE CENTERLINE OF SAID CREEK, THEN TURN AN ANGLE OF 61 DEGREES 41 MINUTES 56 SECONDS TO THE RIGHT AND RUN 783 FEET BACK TO THE POINT OF BEGINNING IN SHELBY COUNTY, ALABAMA.

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