

**RECORDATION REQUESTED BY:**

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



20131115000448650 1/3 \$95.00  
Shelby Cnty Judge of Probate, AL  
11/15/2013 10:37:39 AM FILED/CERT

**WHEN RECORDED MAIL TO:**

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

(Increase \$50,000.00)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated November 6, 2013, is made and executed between Kelley Properties, LLC, a Limited Liability Company (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 October 1, 2010 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 10/15/2010 under Instrument # 20101015000345880 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:

2nd Mortgage Dated 10/1/2010, Modification of Mortgage and Assignment of Rents Dated 11/6/2013, Commercial Real Estate, Shelby County, Alabama

The Real Property or its address is commonly known as 2726 Chandalar Place Drive, Pelham, AL 35124.

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

Mortgagee allows Mortgagor to increase the original Mortgage Agreement, as modified and amended, from One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) to Two Hundred Thousand and 00/100 Dollars (\$200,000.00) .

**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 NOVEMBER 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:**

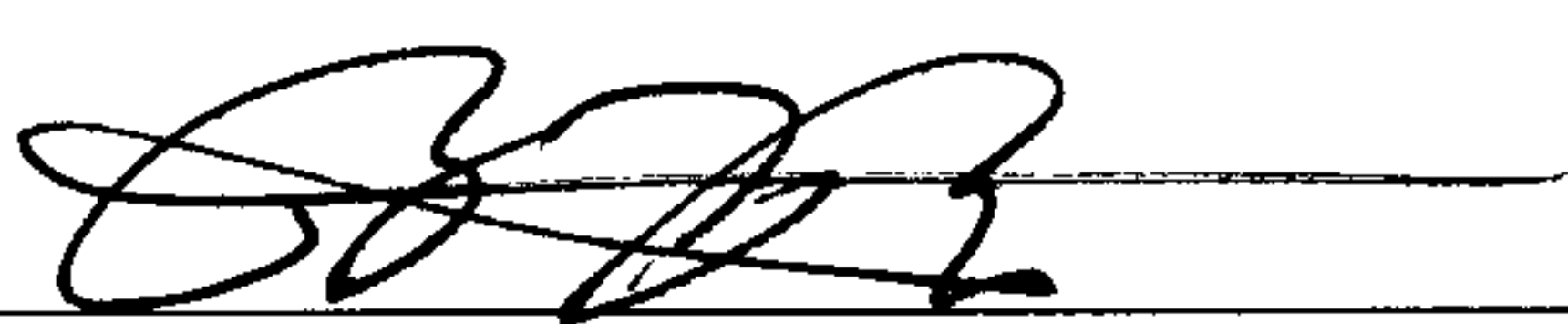
KELLEY PROPERTIES, LLC

By:  (Seal)  
MICHAEL KELLEY, Member of Kelley Properties, LLC

By:  (Seal)  
SANDRA KELLEY, Member of Kelley Properties, LLC

**LENDER:**

CENTRAL STATE BANK

X  (Seal)  
Authorized Signer

MODIFICATION OF MORTGAGE  
(Continued)

Page 2

This Modification of Mortgage prepared by:

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

LIMITED LIABILITY COMPANY 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 **MICHAEL KELLEY, Member of Kelley Properties, LLC and SANDRA KELLEY, Member of Kelley Properties, LLC**, 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 members 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 6th day of November, 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 Shane Schroeder whose name as 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 officer 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 November, 20 13.

Diane Rachels  
Notary Public


My commission expires 8-17-14



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Part of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  section; thence run East along the South  $\frac{1}{4}$ - $\frac{1}{4}$  line a distance of 129.94 feet to an iron pin and the point of beginning; thence continue last course a distance of 142.82 feet to an iron pin; thence turn left 85 degrees 54 minutes 51 seconds and run North a distance of 179.25 feet to an iron pin; thence turn left 89 degrees 51 minutes 39.5 seconds and run West a distance of 147.28 feet to the point of a curve to the right (clockwise) said curve having a delta angle of 02 degrees 23 minutes 51 seconds and a radius of 65.00 feet and a chord distance of 2.72 feet; thence run westerly along the arc of said curve for a distance of 2.72 feet to an iron pin; thence turn left 93 degrees 36 minutes 46 seconds from the chord of said curve and run South a distance of 190.00 feet to the point of beginning; being situated in Shelby County, Alabama.

According to the survey of Amos Cory, dated February 21, 1995.

  
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