



20131216000481630 1/3 \$386.00
Shelby Cnty Judge of Probate, AL
12/16/2013 01:13:03 PM FILED/CERT

WHEN RECORDED MAIL TO:

IBERIABANK
1101 EAST ADMIRAL DOYLE DR., LOAN OPERATIONS
PO BOX 12440
NEW IBERIA, LA 70562-2440

SEND TAX NOTICES TO:

PELHAM CHURCH OF GOD
2100 HIGHWAY 52
EAST PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

Principle Balance -
\$243,905.72

THIS MODIFICATION OF MORTGAGE dated October 16, 2013, is made and executed between **PELHAM CHURCH OF GOD**, whose address is 2100 HIGHWAY 52, EAST PELHAM, AL 35124 (referred to below as "Grantor") and **IBERIABANK**, whose address is 2695 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 28, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON APRIL 3, 2003 AT 12:02 PM IN INSTRUMENT 20030403000199000 IN THE PROBATE OFFICE OF 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 1295 HIGHWAY 52 N/K/A 2100 HIGHWAY 52, EAST PELHAM, AL 35124.

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

THE MATURITY DATE OF SAID MORTGAGE IS EXTENDED TO OCTOBER 15, 2018 AND SAID MORTGAGE CONTINUES TO SECURE THE ORIGINAL DEBT AS EXTENDED AND MODIFIED BY THE NEW PROMISSORY NOTE DATED OCTOBER 11, 2013.

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 OCTOBER 16, 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:

PELHAM CHURCH OF GOD

By: Billy D. Martin (Seal)
BILLY D. MARTIN, DEACON of PELHAM CHURCH
OF GOD

By: Warren D. Sweeney (Seal)
WARREN D. SWEENEY, DEACON of PELHAM
CHURCH OF GOD

LENDER:

IBERIABANK

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: A FRUGE
Address: 2695 Pelham Parkway
City, State, ZIP: Pelham, AL 35124

ASSOCIATION 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 **BILLY D. MARTIN, DEACON of PELHAM CHURCH OF GOD and WARREN D. SWEENEY, DEACON of PELHAM CHURCH OF GOD**, an association, 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 officers or designated agents and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 16 day of October, 20 13.

My commission expires

LEANNA MARTIN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2017

J. Martin
Notary Public

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 Tom Chelowski whose name as vice president of IBERIABANK 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 vice president of IBERIABANK, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 16 day of October, 20 13.

My commission expires

LEANNA MARTIN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2017

J. Martin
Notary Public



EXHIBIT "A"

Legal Description of Property

Commence at the N.W. Corner of the SE ¼ of the SW ¼ of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama; thence S 89°30'10" E along the north line of said ¼ ¼ section a distance of 123.56 feet to the POINT OF BEGINNING; thence N 37°41'58" E a distance of 50.40 feet to the southerly right-of-way of Shelby County, Hwy 52; thence S 80°25'18" E along said right-of-way a distance of 293.96 feet to a point of curve to the right having a central angle of 87°03'59" and a radius of 30.00 feet; thence along the arc of said curve and leaving said Hwy 52 right-of-way and along a 60 foot right-of-way a distance of 45.59 feet to a point of reverse curve having a central angle of 70°57'43" and a radius of 217.52 feet; thence along the arc of said curve and along said 60 foot right-of-way a distance of 269.40 feet; thence S 55°04'45" W and leaving said 60 foot right-of-way a distance of 310.77 feet; thence N 80°40'14" W a distance of 223.74 feet; thence N 01°10'15" E a distance of 405.00 feet to the POINT OF BEGINNING.



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