

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 \$15,000.00)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 3, 2014, is made and executed between Thomas Houston Murphy III and Karen Tillery Murphy, Husband and Wife (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 May 29, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 5/31/2013 under Instrument # 20130531000223650 in the Office of the Judge of Probate of Shelby County, Alabama.

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

1st Mortgage Dated 5/29/2013 and Modification of Mortgage Dated 1/3/2014 Residential Real Estate, Shelby County, Alabama

The Real Property or its address is commonly known as 273 Norris Lane, Alabaster, AL 35007.

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 Sixty Thousand and 00/100 (\$160,000.00) to One Hundred Seventy Five Thousand and 00/100 (\$175,000.00).

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.

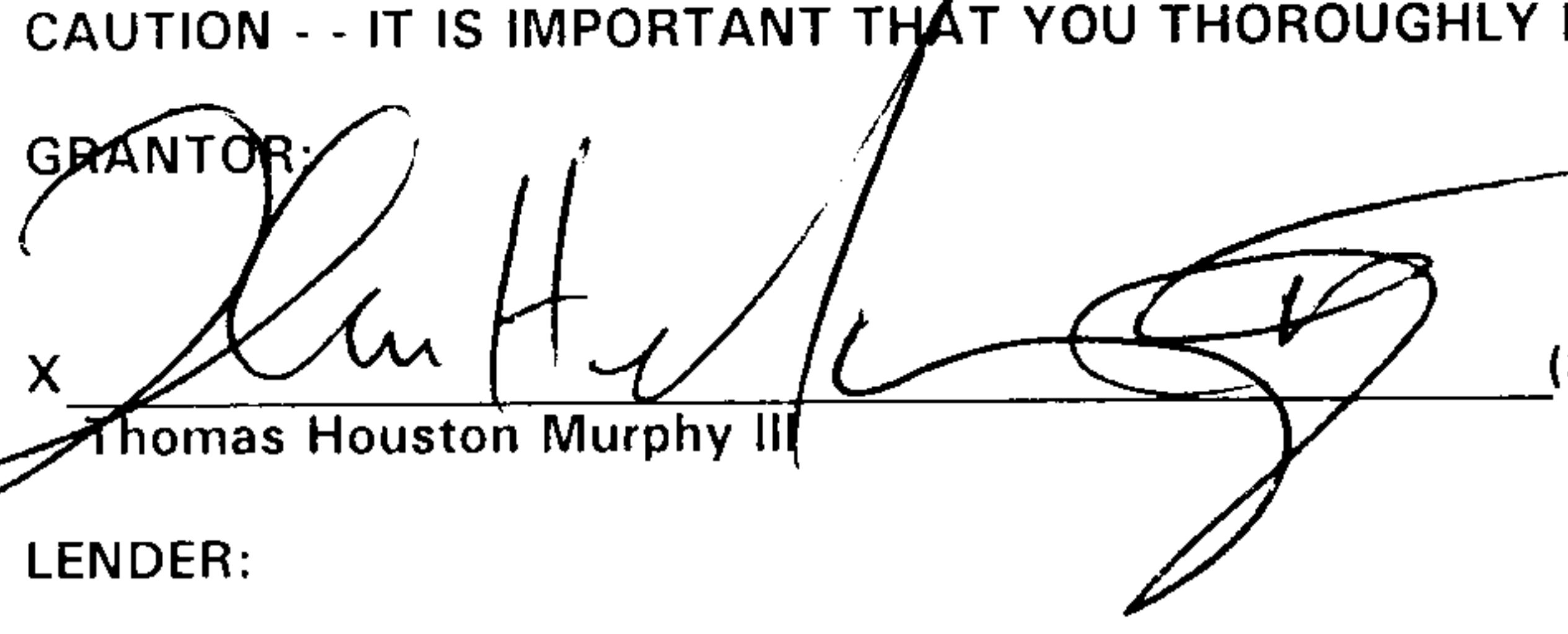
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 3, 2014.

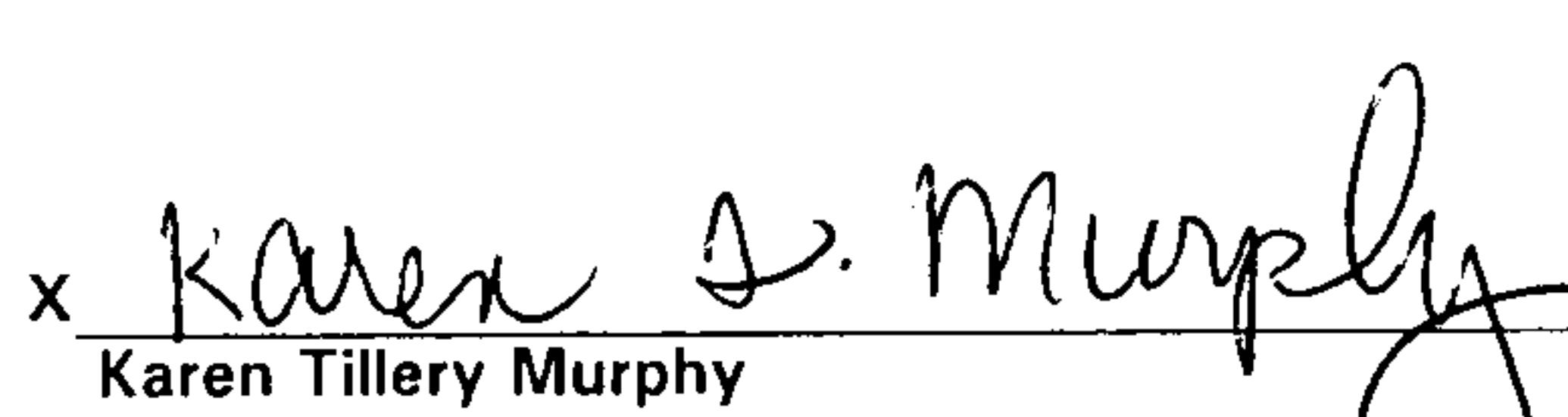
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

This Notice is required by Alabama law. In this Notice the term "you" means the Grantor named above.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

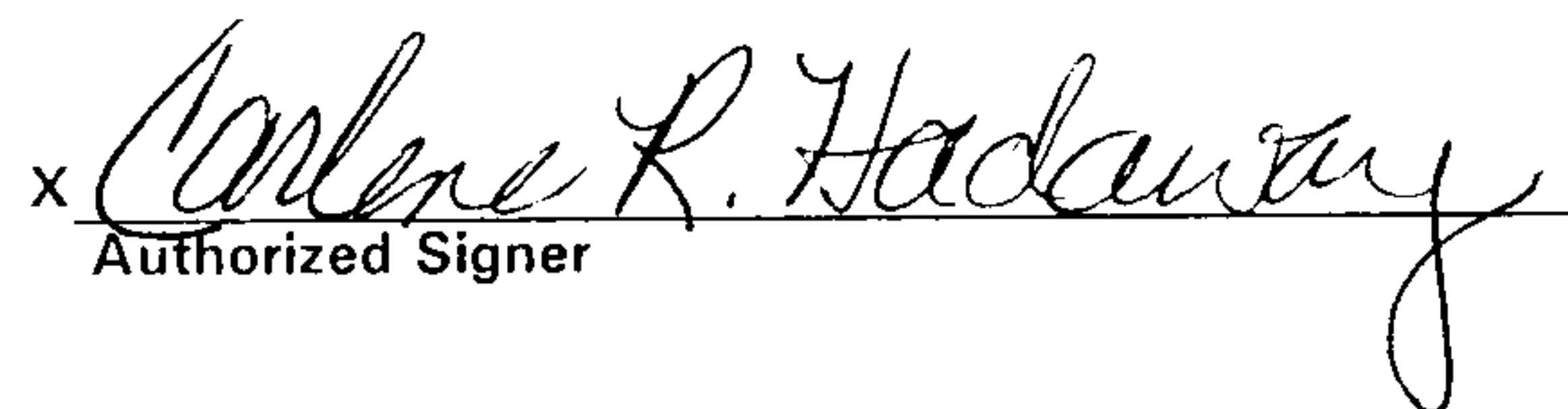
GRANTOR:

X   
Thomas Houston Murphy III (Seal)

X   
Karen Tillery Murphy (Seal)

LENDER:

CENTRAL STATE BANK

X   
Diane Rachels, NMLS# 908111  
Authorized Signer (Seal)

This Modification of Mortgage prepared by:

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

  
2014011500013850 1/3 \$42.50  
Shelby Cnty Judge of Probate, AL  
01/15/2014 11:05:40 AM FILED/CERT

MODIFICATION OF MORTGAGE  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Shelby )  
                          ) SS  
                          )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Thomas Houston Murphy III and Karen Tillery Murphy**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of January, 2014.

Diane Rachels  
Notary Public

My commission expires 8-17-14

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Shelby )  
                          ) SS  
                          )

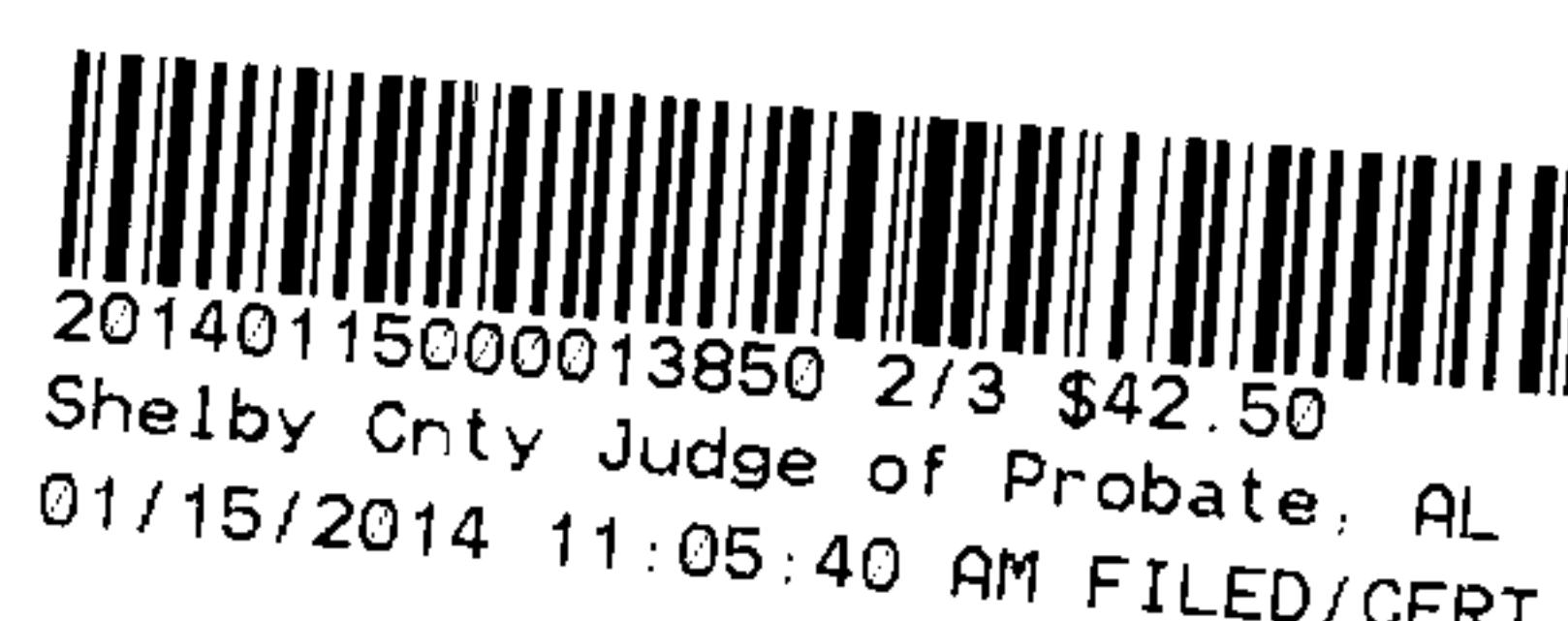
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Carlene R. Hadaway, whose name as SR. Vice President of Central State Bank is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such Officer of Central State Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 3rd day of January, 2014.

Diane Rachels  
Notary Public

My commission expires 8-17-14

LASER PRO Lending, Ver. 13.4.0.034   Copr. Harland Financial Solutions, Inc. 1997, 2014.   All Rights Reserved. - AL  
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## EXHIBIT A

A parcel of land in the Northwest Quarter of the Northwest Quarter of Section 15, Township 21 South, Range 3 West, being the same land described in a deed to Ruth Murphy and Melvy Thomas, recorded in Instrument #1992-13836, of the real property records of Shelby County, Alabama. Said parcel of land being more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 15; thence North 89 degrees 58 minutes 51 seconds East along the South line of said sixteenth Section a distance of 265.03 feet to a point; thence North 00 degrees 45 minutes 58 seconds West a distance of 1.18 feet to the point of beginning in an East/West fence; thence North 00 degrees 45 minutes 58 seconds West a distance of 22.34 feet to a 2-inch pipe found; thence North 45 degrees 37 minutes 04 seconds East a distance of 139.79 feet to a 3/4-inch pipe, found; thence North 57 degrees 42 minutes 35 seconds East a distance of 184.60 feet to a 5/8-inch rebar, found at a fence corner; thence South 25 degrees 35 minutes 42 seconds East along a fence, a distance of 238.40 feet to a 5/8-inch rebar, found at a fence corner; thence South 89 degrees 27 minutes 47 seconds West along a fence a distance of 359.50 feet to the point of beginning.

According to survey of Sid Wheeler, RLS #16165, dated 10/3/1997.

