

20140414000108410 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
04/14/2014 02:27:52 PM FILED/CERT

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This instrument was prepared by BRIAN BERTELLA, First United Secuirty Bank, 131 West Front Street, P O Box 249, Thomasville, AL 36784

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is April 9, 2014. The parties and their addresses are:

MORTGAGOR:

TRIPLE J & D PROPERTIES LLC
An Alabama Limited Liability Company
911 TIMBERLINE CIRCLE
CALERA, AL 35040

LENDER:

FIRST UNITED SECURITY BANK
Organized and existing under the laws of Alabama
131 West Front Street
P O Box 249
Thomasville, AL 36784

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated and recorded on (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at and covered the following described Property:

SITES 1 & 2, ACCORDING TO SITES 1, 2 AND 11 SURVEY, BEING RESURVEY OF LOT 1, SHELBY WEST CORPORATE PARK, AS RECORDED IN MAP BOOK 26, PAGE 28, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The property is located in SHELBY County at SHELBY W PKWY AT CORPORATE WOODS DR AND 11937 HWY 25, ALABASTER AND CALERA, Alabama 35007 / 35040.

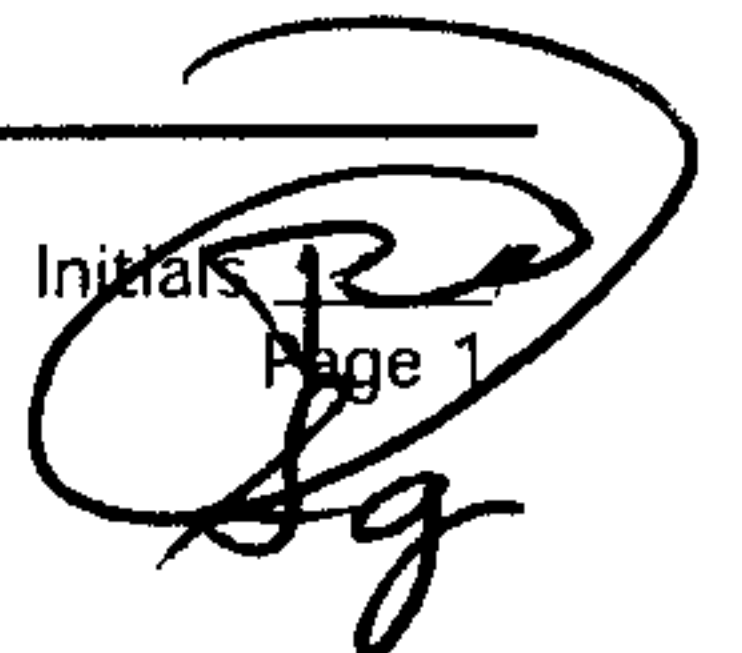
2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

TRIPLE J & D PROPERTIES LLC
Alabama Real Estate Modification
AL/4XXXXXXXXX00000000000674010041014N

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Initials
Page 1



A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 860001791, dated September 16, 2013, from Mortgagor to Lender, with a modified loan amount of \$104,723.69 and maturing on March 16, 2015.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.


SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

TRIPLE J & D PROPERTIES LLC

By  (Seal)
RUSSELL W GENTRY, MANAGING MEMBER

By  (Seal)
SANDRA R GENTRY, MEMBER


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LENDER:

First United Security Bank

By  (Seal)
BRIAN BERTELLA, COMMERCIAL LENDER CALERA

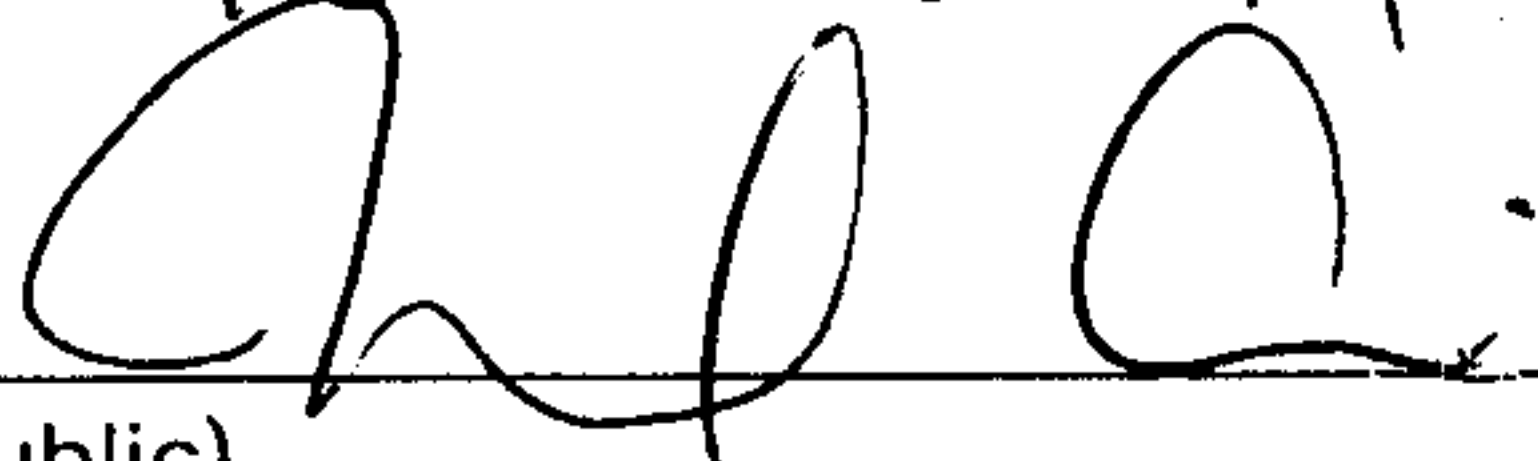
ACKNOWLEDGMENT.

State Alabama OF Shelby County OF Shelby ss.

I, Jennifer Choi, a notary public, in and for said County in said State, hereby certify that RUSSELL W GENTRY and SANDRA R GENTRY, whose name(s) as MANAGING MEMBER and MEMBER of the TRIPLE J & D PROPERTIES LLC, a Limited Liability Company, is/are 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/she/they, in his/her/their capacity as such MANAGING MEMBER and MEMBER, executed the same voluntarily on the day the same bears date. Given under my hand this the 10th day of April, 2014.

My commission expires: **Jennifer Choi**
Notary Public Alabama State at Large
My Commission Expires October 4, 2016

(Notary Public)



(Lender Acknowledgment)

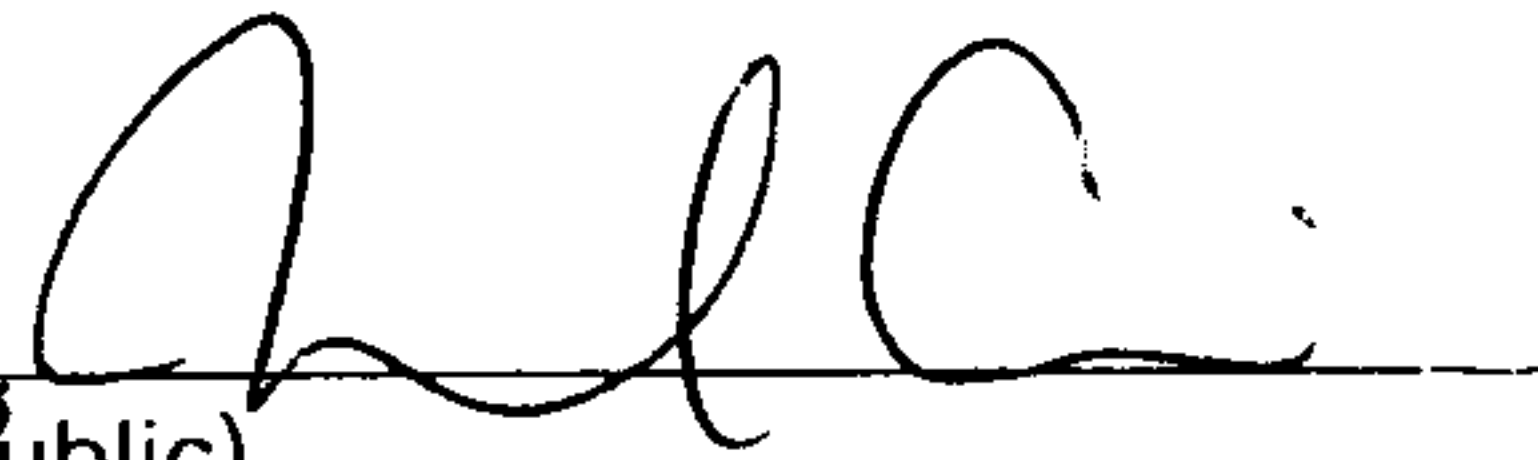
State Alabama OF Shelby County OF Shelby ss.


I, Jennifer Choi, a notary public, in and for said County in said State, hereby certify that BRIAN BERTELLA, whose name(s) as COMMERCIAL LENDER CALERA of First United Security Bank, a corporation, is/are 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/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 10th day of April, 2014.

My commission expires:

Jennifer Choi
Notary Public Alabama State at Large
My Commission Expires October 4, 2016

(Notary Public)




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