

20140516000148710 1/2 \$167.00
Shelby Cnty Judge of Probate, AL
05/16/2014 10:52:39 AM FILED/CERT

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 9, 2014, is made and executed between REO PROPERTIES, LLC, whose address is 3492 BEARDEN LANE, HELENA, AL 35080 (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 January 11, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED ON 2-3-2006 AS INSTRUMENT NO. 20060203000056320 IN THE OFFICIAL RECORDS OF SHELBY COUNTY JUDGE OF PROBATE.

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

See the exhibit or other description document 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 211 APPLGATE TRACE, PELHAM, AL 35124.

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

THE MATURITY DATE OF SAID MORTGAGE IS EXTENDED TO 04-09-2015 AND SAID MORTGAGE CONTINUES TO SECURE THE ORIGINAL DEBT AS EXTENDED AND MODIFIED BY THE NEW PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF \$100,000.00 DATED 4-9-2014.

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 endorser 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 APRIL 9, 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.


GRANTOR:

REO PROPERTIES, LLC

By:  (Seal)
ROBERT E OWENS, JR., Managing Member of REO
PROPERTIES, LLC

LENDER:

IBERIABANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROBERT E OWENS, JR., Managing Member of REO PROPERTIES, LLC**, a limited liability company, 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 said Modification, he or she, as such member 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 9 day of April, 2014.

Misty Dawn Rigdon
Notary Public

My commission expires

MISTY DAWN RIGDON
Notary Public, Alabama State At Large
My Commission Expires August 23, 2016

LENDER ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Thomas Chelewski whose name as Officer 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 Officer of **IBERIABANK**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 9 day of April, 2014.

Misty Dawn Rigdon
Notary Public

My commission expires

MISTY DAWN RIGDON
Notary Public, Alabama State At Large
My Commission Expires August 23, 2016