

#12485

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


20140616000180960 1/6 \$32.00
Shelby Cnty Judge of Probate, AL
06/16/2014 11:00:38 AM FILED/CERT

RE-RECORD MORTGAGE TO CORRECT NOTARY ON PAGE 2 AND ON PAGE 3

(Increase \$ 500,000.00)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 6, 2013, is made and executed between Gary Michael Davis; Gail E Davis, Husband and Wife; J L Davis and Kathy Jean Davis, 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 December 1, 2011 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 12/7/2011 in Instrument #20111207000369790 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:

1st Mortgage and Assignment of Rents & Leases, Dated 12/1/2011 and Modification of Mortgage, Commercial Real Estate, Shelby County, AL

The Real Property or its address is commonly known as 8809 Hwy 25, Calera, AL 35040.

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 Million and 00/100 (\$1,000,000.00) to One Million Five Hundred Thousand and 00/100 (\$1,500,000.00).

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.

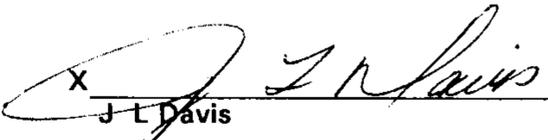
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 6, 2013.

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:

X  (Seal)
Gary Michael Davis

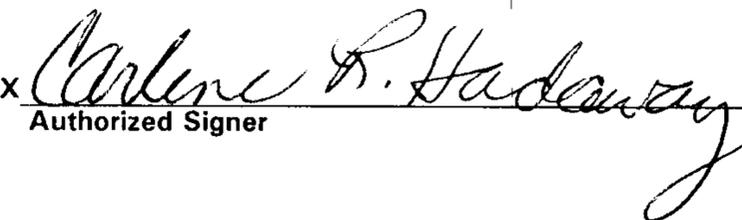
X  (Seal)
Gail E Davis

X  (Seal)
J L Davis

X  (Seal)
Kathy Jean Davis

LENDER:

CENTRAL STATE BANK

X  (Seal)
Authorized Signer


20130624000256680 1/4 \$773.00
Shelby Cnty Judge of Probate, AL
06/24/2013 10:51:25 AM FILED/CERT

STATE OF Alabama
COUNTY OF Shelby AL

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared Gail E Davis Kathy Jean Davis whose names are signed to **Mortgage and Security Agreement** and is known to me, acknowledged before me on this day, that, **they** being informed of the contents of said agreement, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of June, 2013.

Jaryn A. Davis
Notary Public

My Commission Expires: 8/12/2015


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This Modification of Mortgage prepared by:

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

INDIVIDUAL 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 ~~Gary Michael Davis; Carl E. Davis; J L Davis; and Kathy Jean Davis~~ 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 6th day of May, 2013.

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 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 Sr. Vice-President 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 May, 2013.

Diane Rachels
Notary Public

My commission expires 8-17-14


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**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **Gary Michael Davis and J L Davis** whose name is signed to Modification of Mortgage and is known to me, acknowledged before me on this day, that they being informed of the contents of said agreement, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th_ day of June, **2013**.

Liane Rachels

Notary Public

My Commission Expires:

8-17-14



20140616000180960 4/6 \$32.00
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06/16/2014 11:00:38 AM FILED/CERT

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **Gail E Davis and Kathy Jean Davis** whose name is signed to Modification of Mortgage and is known to me, acknowledged before me on this day, that they being informed of the contents of said agreement, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th_ day of June, 2013.


Notary Public

My Commission Expires: 8/12/2015



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PARCEL A:

Commence at the point of beginning at the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 24 North, Range 13 East; run thence South 03 degrees 39 minutes 36 seconds East along the West boundary of said Northeast Quarter of the Northwest Quarter for 842.52 feet; thence run North 85 degrees 15 minutes 00 seconds East for 65.0 feet; run thence South 06 degrees 05 minutes 42 seconds East for 569.48 feet to the North right of way line of the Southern Railway; run thence North 86 degrees 50 minutes 59 seconds East along said right of way for 612.17 feet; run thence North 03 degrees 21 minutes 00 seconds West for 1374.79 feet to the Freeman Line; run thence South 89 degrees 38 minutes 41 seconds West along said Freeman Line for 709.95 feet to the point of beginning.

PARCEL B:

Commence at the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 24 North, Range 13 East; run thence North 89 degrees 38 minutes 41 seconds East along the Freeman Line for 709.95 feet to the point of beginning; run thence South 03 degrees 21 minutes 00 seconds East for 1374.79 feet to the North right of way line of the Southern Railway; run thence North 86 degrees 50 minutes 59 seconds East along said right of way for 632.84 feet to the East boundary of the Northwest Quarter; run thence North 03 degrees 52 minutes 55 seconds West along said East boundary for 1344.63 feet to the said Freeman Line; run thence South 89 degrees 38 minutes 41 seconds West along said Freeman Line for 620.70 feet to the point of beginning.

LESS AND EXCEPT that certain property conveyed as shown in deed recorded in Instrument #20020731000355170, being more particularly described as follows:

From a 1.5-inch pipe accepted as the NE corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary of said NE $\frac{1}{4}$ of NW $\frac{1}{4}$, a distance of 50.08 feet to a $\frac{1}{2}$ -inch rebar on the South boundary of a 50-foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds right and run 50.08 feet along the South boundary of said 50-foot easement to a $\frac{1}{2}$ -inch rebar, being the point of beginning of herein described parcel of land; thence continue along said course and along the South boundary of said 50-foot easement a distance of 199.70 feet to a $\frac{1}{2}$ -inch rebar; thence turn 33 degrees 04 minutes 50 seconds left and run 118.63 feet to a $\frac{1}{2}$ -inch rebar at the P.C. of a curve concave left, having a delta angle of 53 degrees 57 minutes 09 seconds and tangents of 146.95 feet; thence turn 32 degrees 26 minutes 03 seconds left and run a chord distance of 261.93 feet to a $\frac{1}{2}$ -inch rebar at the P.T.; thence turn 26 degrees 58 minutes 36 seconds left and run 58.00 feet to a $\frac{1}{2}$ -inch rebar; thence turn 87 degrees 30 minutes 32 seconds left and run 423.98 feet to a $\frac{1}{2}$ -inch rebar on the West boundary of a 50-foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 361.55 feet along the West boundary of said 50-foot easement to the point of beginning of herein described parcel of land.

Situated in the N $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama.

ALSO, a 50-foot easement for ingress and egress to-wit:

From a 1.5-inch pipe accepted as the NE corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary said NE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 50.08 feet to a $\frac{1}{2}$ -inch rebar; thence turn 92 degrees 59 minutes 15 seconds right and run 25.04 feet to the point of beginning of the centerline of herein described 50-foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 1076.39 feet along said easement centerline to the P.C. of a curve concave right, having a delta angle of 90 degrees 00 minutes 00 seconds and tangents of 100.00 feet; thence turn 45 degrees 00 minutes 00 seconds right and run a chord distance of 141.42 feet to the P.T.; thence turn 45 degrees 00 minutes 00 seconds right and run 297.27 feet along said easement centerline to the P.C. of a curve concave left, having a delta angle of 89 degrees 46 minutes 12 seconds and tangents of 90.00 feet; thence turn 44 degrees 53 minutes 06 seconds left and run a chord distance of 127.53 feet to the P.T.; thence turn 44 degrees 53 minutes 06 seconds left and run 151.80 feet along said easement centerline to a point of termination in the center of Alabama Highway #25.

ALSO, LESS AND EXCEPT that certain property conveyed as shown in deed recorded in Instrument #20030206000069550, being more particularly described as follows:

From a 1.5-inch pipe accepted as the NE corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary of said NE $\frac{1}{4}$ of NW $\frac{1}{4}$, a distance of 50.08 feet to a $\frac{1}{2}$ -inch rebar on the South boundary of a 50-foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds right and run 50.08 feet along the South boundary of said 50-foot easement to a $\frac{1}{2}$ -inch rebar at a point of intersection of said 50-foot easement with the Westerly boundary of a 50-foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 361.55 feet along said easement boundary to a $\frac{1}{2}$ -inch rebar, being the point of beginning of herein described parcel of land; thence continue along said course and along said easement boundary a distance of 233.98 feet to a $\frac{1}{2}$ -inch rebar; thence turn 93 degrees 31 minutes 26 seconds right and run 433.38 feet to a $\frac{1}{2}$ -inch rebar; thence turn 88 degrees 45 minutes 33 seconds right and run 229.62 feet to a $\frac{1}{2}$ -inch rebar; thence turn 90 degrees 42 minutes 16 seconds right and run 423.98 feet to the point of beginning of herein described parcel of land. Situated in the N $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama.

ALSO, a 50-foot easement for ingress and egress to-wit:

From a 1.5-inch pipe accepted as the NE corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary said NE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 50.08 feet to a $\frac{1}{2}$ -inch rebar; thence turn 92 degrees 59 minutes 15 seconds right and run 25.04 feet to the point of beginning of the centerline of herein described 50-foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 1076.39 feet along said easement centerline to the P.C. of a curve concave right, having a delta angle of 90 degrees 00 minutes 00 seconds and tangents of 100.00 feet; thence turn 45 degrees 00 minutes 00 seconds right and run a chord distance of 141.42 feet to the P.T.; thence turn 45 degrees 00 minutes 00 seconds right and run 297.27 feet along said easement centerline to the P.C. of a curve concave left, having a delta angle of 89 degrees 46 minutes 12 seconds and tangents of 90.00 feet; thence turn 44 degrees 53 minutes 06 seconds left and run a chord distance of

127.53 feet to the P.T.; thence turn 44 degrees 53 minutes 06 seconds left and run 151.80 feet along said easement centerline to a point of termination in the center of Alabama Highway #25.



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