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Shelby Cnty Judge of Probate, AL
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This instrument was prepared by CHAD LONG, 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 June 19, 2014. The parties and their addresses are:

MORTGAGOR:

TSD LLC

An Alabama Limited Liability Company
5924 CHELSEA ROAD
COLUMBIANA, AL 35051-0000

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 MARCH 16, 2007 and recorded on MARCH 23, 2007 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at INST# 20070323000132600 and covered the following described Property:

SEE EXHIBIT "A" FOR COMPLETE COLLATERAL DESCRIPTION

The property is located in SHELBY County at 1208 HWY 5 , COLUMBIANA, Alabama .

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:

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. 850004429, dated June 23, 2011, from Mortgagor to Lender, with a modified loan amount of \$144,049.57 and maturing on December 19, 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:

TSD LLC

By Kathy A. Joseph (Seal)
KATHY A JOSEPH, MANAGING MEMBER

LENDER:

First United Security Bank

By Chad Long (Seal)
CHAD LONG, COMMERCIAL LENDER CALERA

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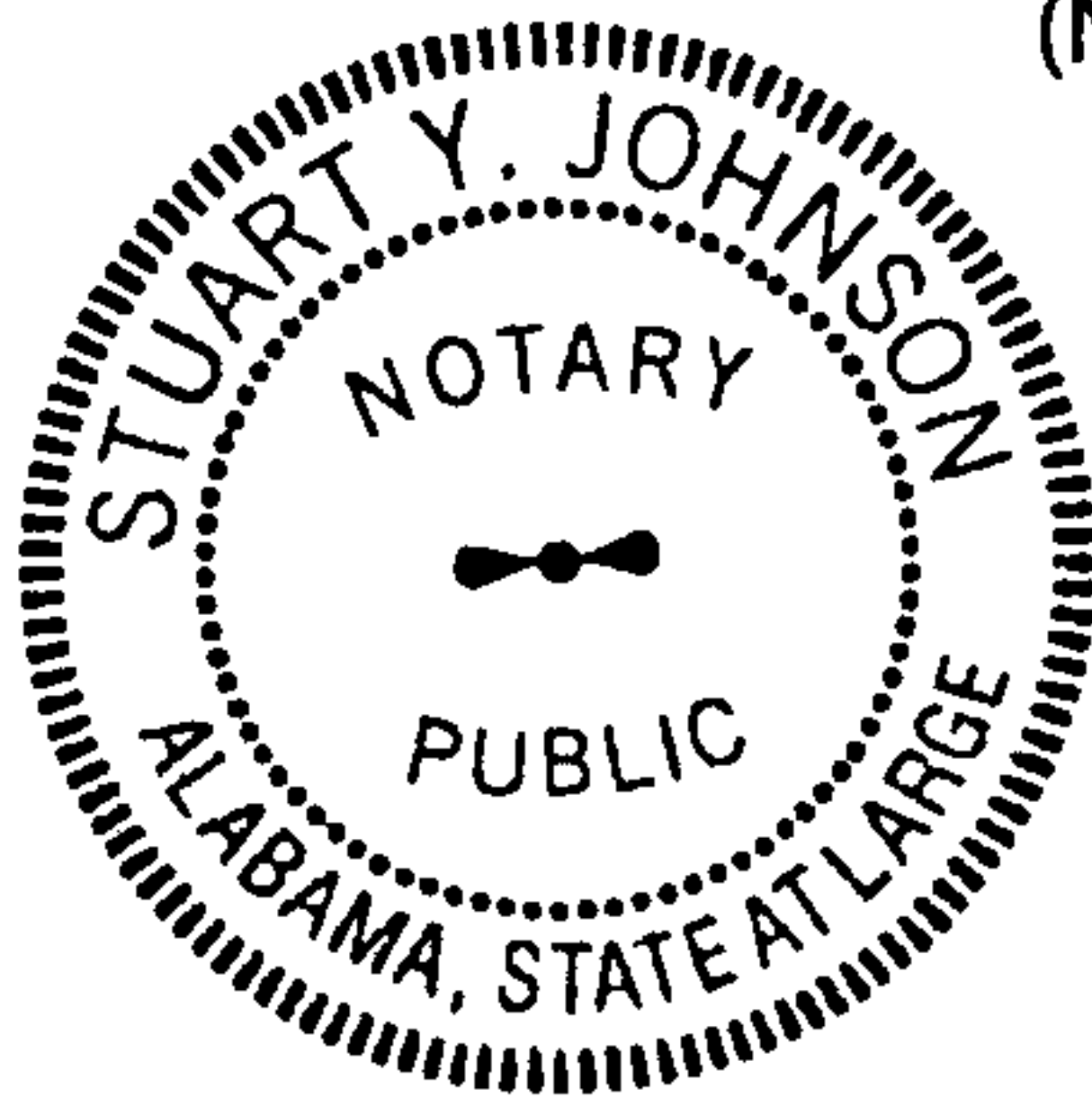
ACKNOWLEDGMENT.

State OF Alabama, County OF Tefferson ss.

I, Stuart Y. Johnson, a notary public, in and for said County in said State, hereby certify that KATHY A JOSEPH, whose name(s) as MANAGING MEMBER of the TSD 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, executed the same voluntarily on the day the same bears date. Given under my hand this the 19th day of June, 2014.

My commission expires: 3/6/2015

[Signature]
(Notary Public)



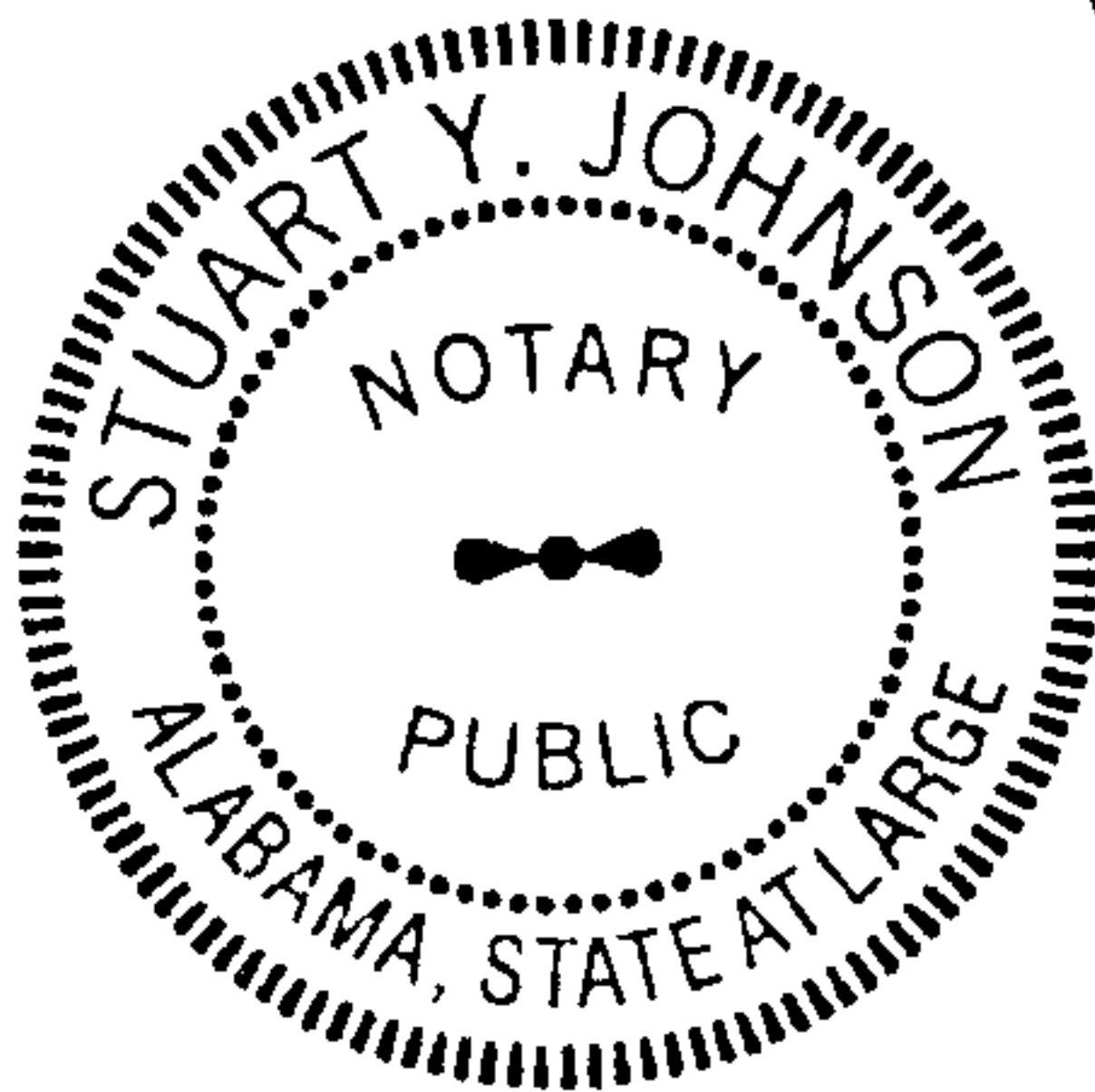
(Lender Acknowledgment)

STATE OF Alabama, County OF Tefferson ss.

I, Stuart Y. Johnson, a notary public, in and for said County in said State, hereby certify that CHAD LONG, 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 19th day of June, 2014.

My commission expires: 3/6/2015

[Signature]
(Notary Public)



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Exhibit "A"

From the Southwest corner of Section 9, Township 21 South, Range 1 East, Shelby County, Alabama, run South 89 degrees 48.1 minutes east along the Section line a distance of 986.50 feet to the POINT OF BEGINNING; thence continue South 89 degrees 48.1 minutes east along said line 2948.27 feet to the southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section; thence North 00 degrees 05.2 minutes East, 2677.53 feet to the Northeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section; thence North 89 degrees 52.6 minutes West 1887.82 feet; thence South 04 degrees 33.5 minutes East 1327.11 feet; thence North 52 degrees 15.8 minutes West, 658.61 feet; thence South 79 degrees 27.5 minutes West, 141.45 feet; thence South 27 degrees 07 minutes West 438.02 feet to the Northeast corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section; thence North 89 degrees 49.2 minutes West 1276.06 feet to the East right of way of County Road 5; thence South 00 degrees 25.4 minutes East along said right of way 912.98 feet; thence South 89 degrees 48.1 minutes East 958.75 feet; thence South 00 degrees 25.4 minutes East 424.00 feet to the point of beginning, the same being known as:

Lots A, B, C, D, E & F, according to the Survey of Sector Two, Trail's End, as recorded in Map Book 11, Page 14 in the Probate Office of Shelby County, Alabama.

Lots 3, 4 and 5, according to the Survey of Sector One, Trail's End, as recorded in Map Book 11, Page 15, in the Probate Office of Shelby County, Alabama.

Less and except the following parcels, having been sold, as follows:

- a. Lot 1, according to the Map or Plat of Fadora I, as recorded in Map Book 40, page 28, in the Probate Office of Shelby County, Alabama.
- b. Lot 2, according to the Map or Plat of Fadora I, as recorded in Map Book 40, page 28, in the Probate Office of Shelby County, Alabama.
- c. Lot 3, according to the Map or Plat of Fadora I, as recorded in Map Book 40, page 29, in the Probate Office of Shelby County, Alabama.
- d. Lot 4, according to the Map or Plat of Fadora I, as recorded in Map Book 40, page 29, in the Probate Office of Shelby County, Alabama.
- e. Lot 8, according to the Map or Plat of Fadora I, as recorded in Map Book 40, page 29, in the Probate Office of Shelby County, Alabama.
- f. Lot 9, according to the Map or Plat of Fadora I, as recorded in Map Book 40, page 29, in the Probate Office of Shelby County, Alabama.



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Kathy Joseph