


RECORDATION REQUESTED BY:
UNITED COMMUNITY BANK
CLEVELAND TN MAIN
PO BOX 3150
2525 KEITH STREET
CLEVELAND, TN 37320


20141020000330930 1/3 \$110.00
Shelby Cnty Judge of Probate, AL
10/20/2014 12:18:27 PM FILED/CERT

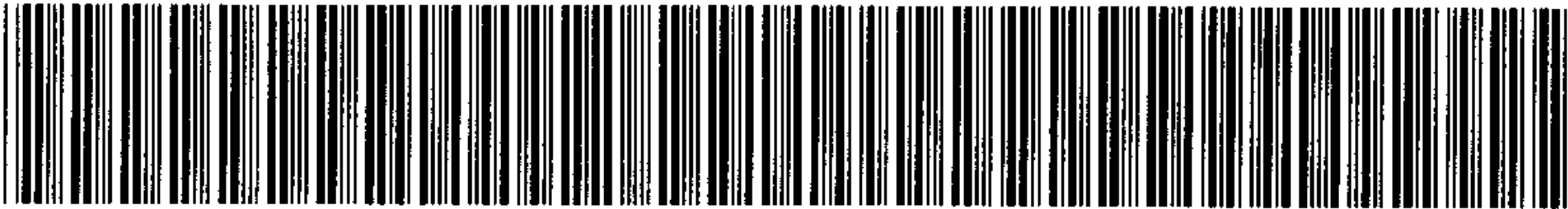
WHEN RECORDED MAIL TO:
NORTH LOAN OPERATIONS CENTER
PO BOX 249
BLAIRSVILLE, GA 30514

SEND TAX NOTICES TO:
DARVIN FRED
KELLI CHORD
207 DAKOTA BEND
CALERA, AL 35040

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

5220300668

MODIFICATION OF MORTGAGE



00000005220300668 074009162014

THIS MODIFICATION OF MORTGAGE dated September 16, 2014, is made and executed between DARVIN FRED and KELLI CHORD, whose address is 207 DAKOTA BEND, CALERA, AL 35040 (referred to below as "Grantor") and UNITED COMMUNITY BANK, whose address is PO BOX 3150, 2525 KEITH STREET, CLEVELAND, TN 37320 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 22, 2013 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON OCTOBER 28, 2013, INSTRUMENT #20131028000425520 IN THE REAL PROPERTY RECORDS OF SHELBY COUNTY, ALABAMA

MORTGAGE TAX PREVIOUSLY PAID \$131.00

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

See EXHIBIT "A", 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 325 HIGHWAY 361, PELHAM, AL 35124.

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

THE NOTE(S) EVIDENCING THE INDEBTEDNESS WHICH THE MORTGAGE DEED ORIGINALLY SECURED REMAINS OUTSTANDING AND UNPAID IN THE PRINCIPAL AMOUNT OF \$60,000.00. THE NOTE EVIDENCING THE INDEBTEDNESS WHICH THE MORTGAGE DEED ORIGINALLY SECURED HAS BEEN MODIFIED TO PROVIDE THAT THE MATURITY DATE OR DATE OF LAST INSTALLMENT PAYMENT IS SEPTEMBER 16, 2015. THE TOTAL INDEBTEDNESS INCURRED HEREUNDER IS \$60,000.00

THE REAL PROPERTY DESCRIBED ABOVE DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR

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.

NO NOVATION. This agreement shall not constitute a novation of the note, any security instrument, or any other loan documents.


GRANTOR'S REPRESENTATION AND WAIVER. Grantor represents and warrants that there is no default under the terms of the note, or the other loan documents (the "Loan Documents") evidencing the existing indebtedness secured by the Security Deed, and that Grantor knows of no event that has occurred which, but for the passage of time or the giving of notice, would constitute as event of default under the terms of the Loan Documents. Grantor waives and releases Lender from any and all claims which Grantor may have against Lender, its agents and assigns, with respect to the Loan Documents and the Security Deed, whether such claims are known or unknown, or arise under contract or in tort.

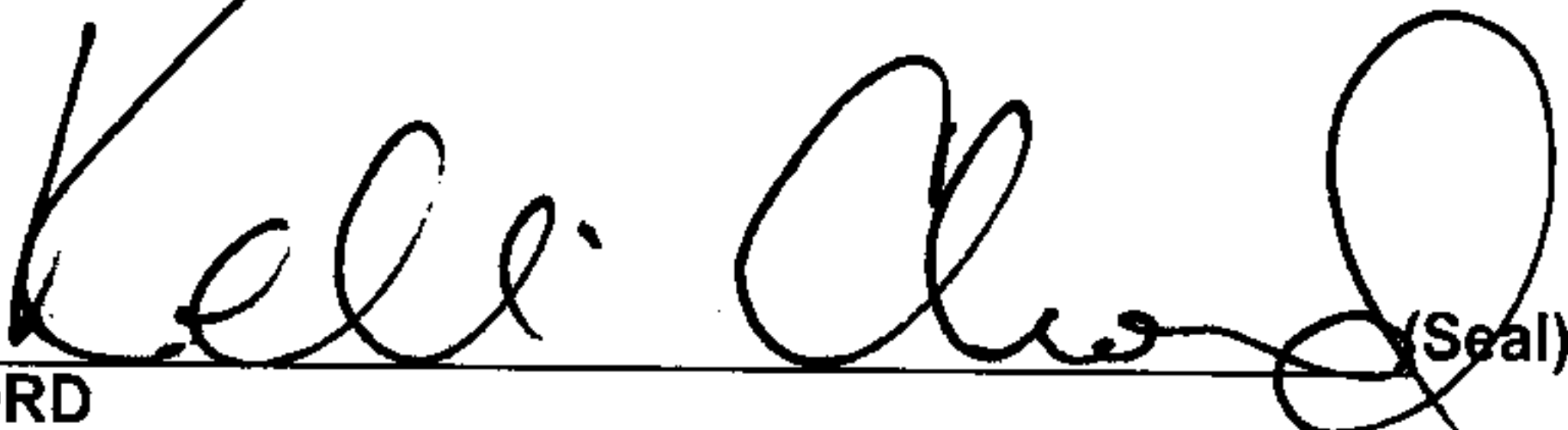
DUE ON SALE CLAUSE. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Security Instrument upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or State law.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 16, 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:

x  (Seal)
DARVIN FRED

x  (Seal)
KELLI CHORD

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 5220300668

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LENDER:

UNITED COMMUNITY BANK

x *DeWayne Munro* (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: UNITED COMMUNITY BANK
Address: PO BOX 3150
City, State, ZIP: CLEVELAND, TN 37320

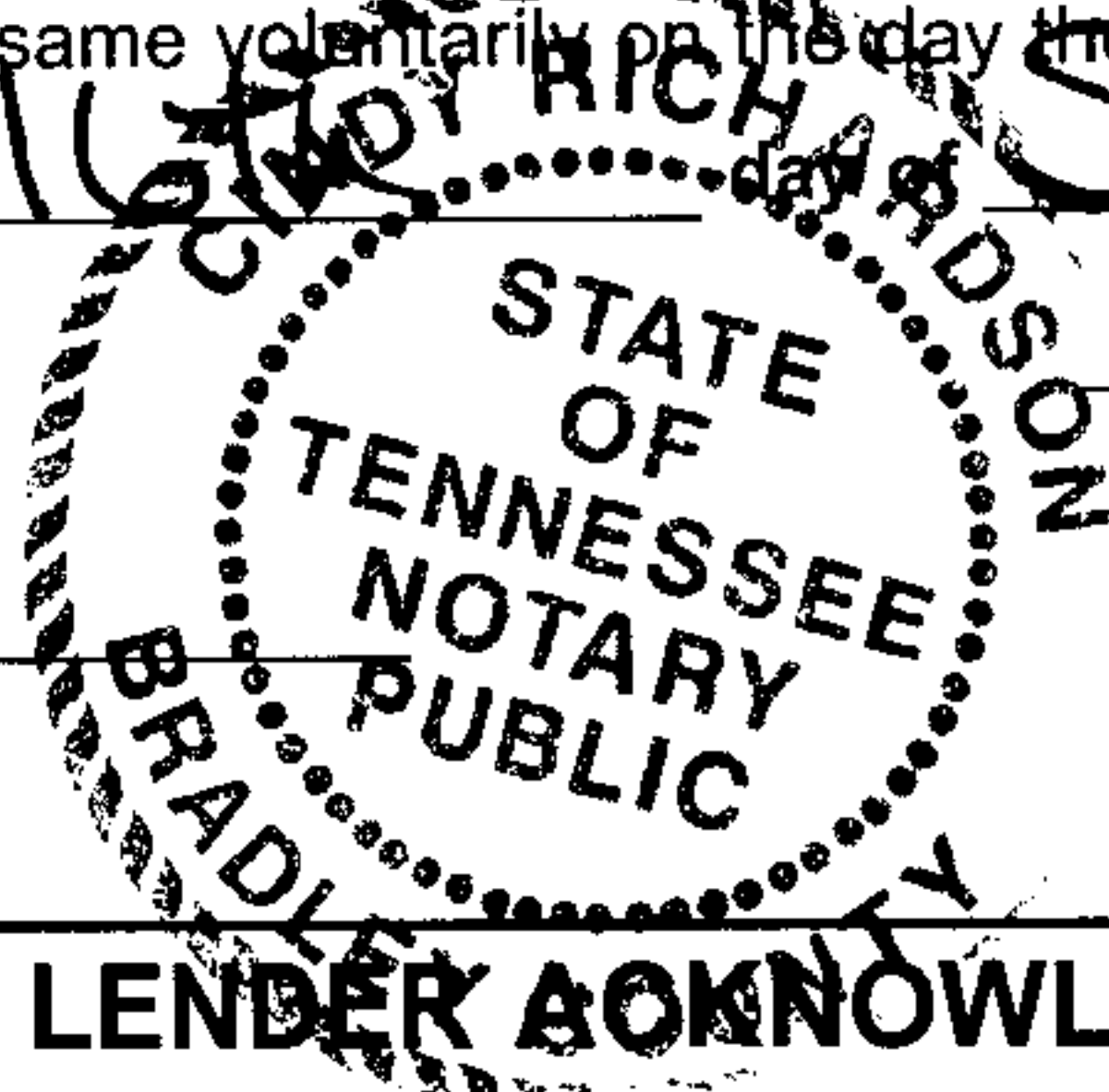
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee)
COUNTY OF Bradley) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DARVIN FRED and KELLI CHORD**, 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 16th day of Sept, 2014.

My commission expires 6-6-16



Cindy Richardson
Notary Public

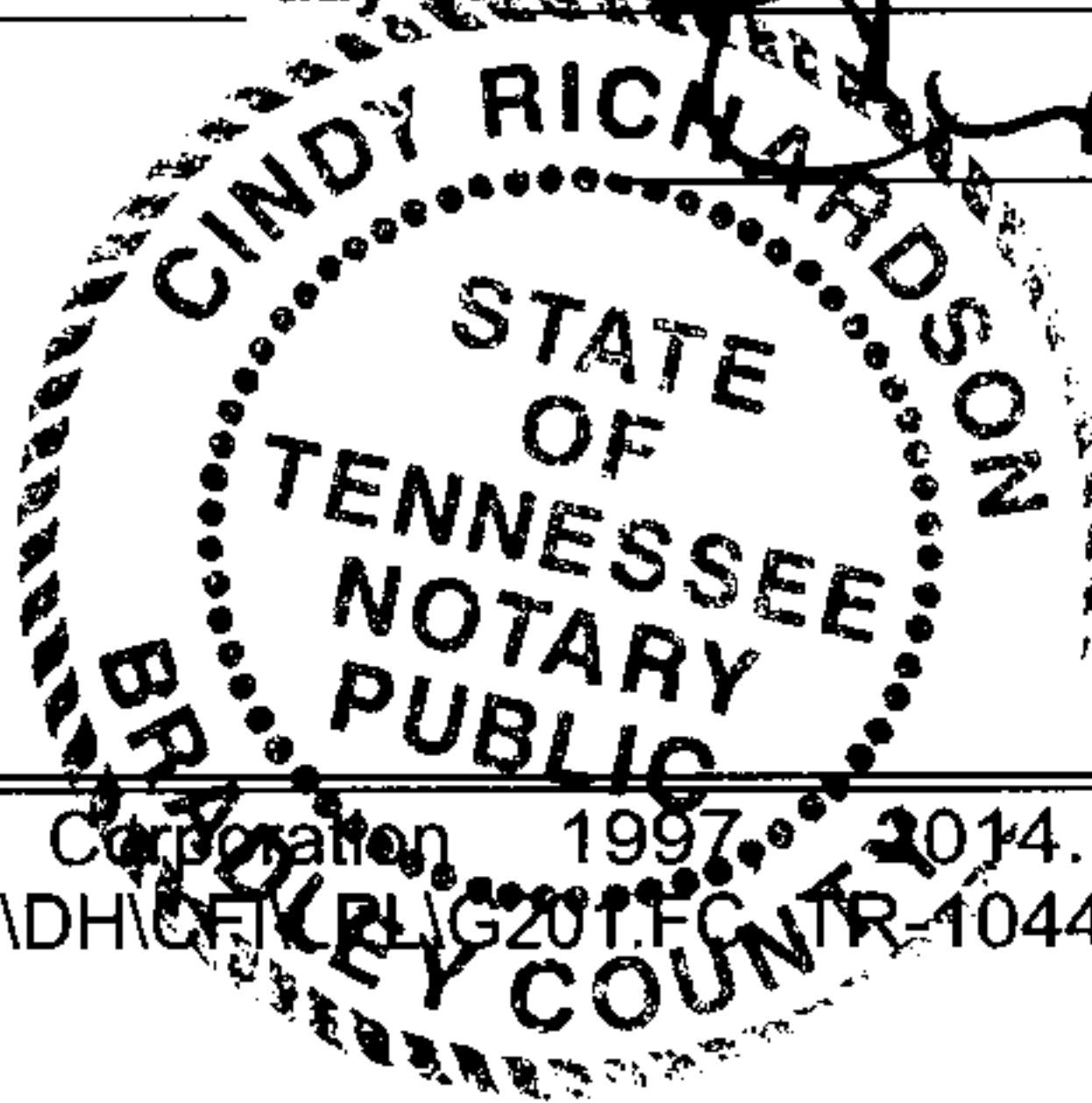
LENDER ACKNOWLEDGMENT

STATE OF Tennessee)
COUNTY OF Bradley) SS
)

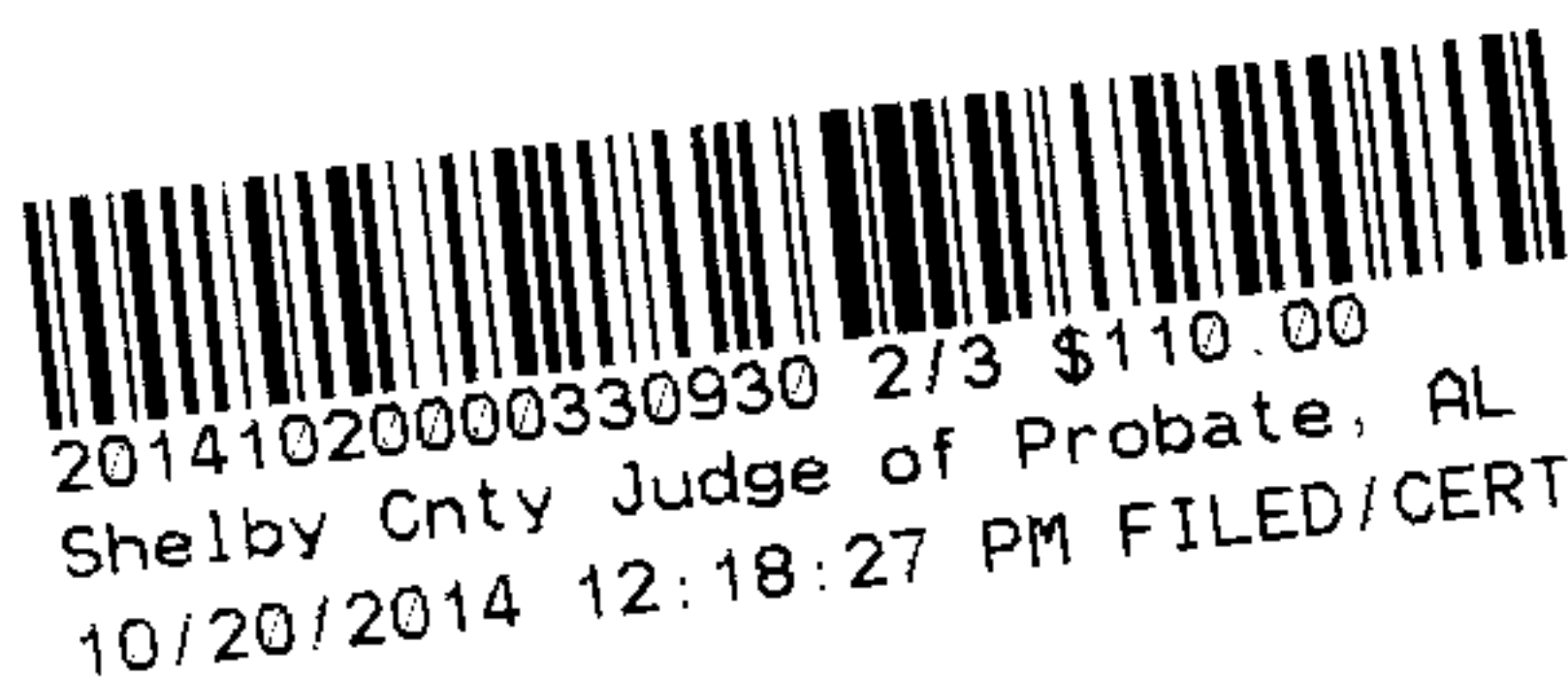
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that *DeWayne Munro* whose name as Exec V.P. of **UNITED COMMUNITY BANK** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such Exec V.P. of **UNITED COMMUNITY BANK**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 16th day of September, 2014.

My commission expires 6-6-16



DeWayne Munro
Cindy Richardson
Notary Public



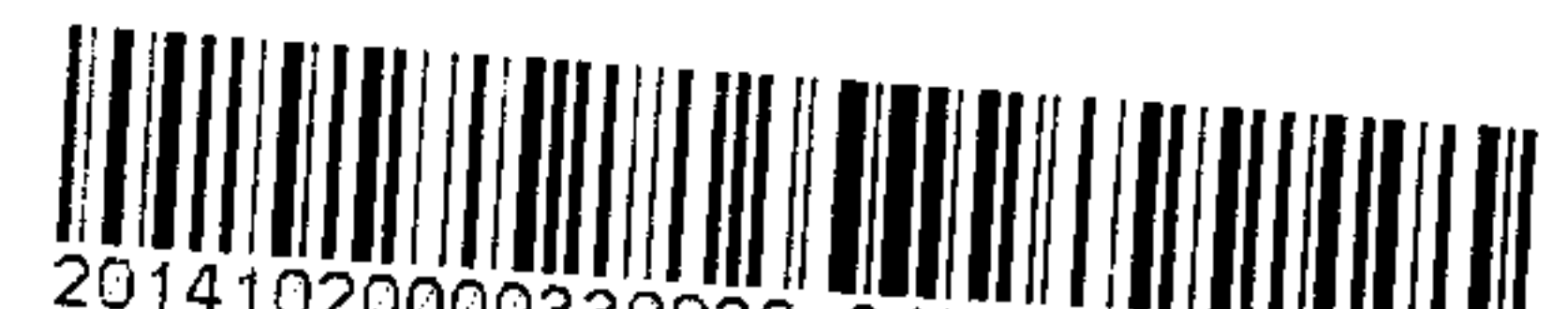

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EXHIBIT A

LEGAL DESCRIPTION

A tract of land situated in the Southeast $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama and more particularly described as follows:

Commence at the Southeast corner of said $\frac{1}{4}$ Section; thence in a Westerly direction along the South line of said Section a distance of 999.76 feet; thence 102 degrees 44 minutes right in a Northeasterly direction a distance of 288.0 feet; thence 14 degrees 13 minutes right in a Northeasterly direction along the Northwesternly right-of-way line of Shelby County Road No. 361 a distance of 586.28 feet to the point of beginning; thence 91 degrees 45 minutes left and leaving the Northwesternly right-of-way line of Shelby County Road No. 361 a distance of 150.40 feet to the Easterly right-of-way line of Interstate Highway No. 65, said point being on a curve to the right, said curve having a central angle of 40 minutes 40 seconds and a radius of 5,854.58 feet; thence 84 degrees 38 minutes 20 seconds right to the tangent of said curve and along the arc of said curve and said Easterly right-of-way line of Interstate Highway No. 65 a distance of 69.26 feet; thence tangent to the preceding curve a distance of 75.06 feet; thence 70 degrees 12 minutes 30 seconds right and leaving the easterly right-of-way line of Interstate Highway No. 65 a distance of 186.06 feet to the Northwesternly right-of-way line of Shelby County Road No. 361; thence 115 degrees 13 minutes 30 seconds right and along the Northwesternly right-of-way line of said County Road a distance of 221.00 feet to the point of beginning; being situated in Shelby County, Alabama.