

THIS INSTRUMENT PREPARED BY:

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20141218000397680 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
12/18/2014 11:32:52 AM FILED/CERT

AMENDMENT TO MORTGAGE

STATE OF ALABAMA)

SHELBY COUNTY)

THIS AMENDMENT TO MORTGAGE is made this 14th day of December, 2014, by and between **ROBERT B. FRANKLIN and wife, AMANDA M. FRANKLIN** (collectively, "Mortgagor"), and **FIRST UNITED SECURITY BANK** ("Mortgagee"), as follows:

RECITALS:

1. Mortgagor executed a promissory note (the "Note") in the principal amount of \$600,000.00 in favor of Mortgagee on the 24th day of February, 2010.
2. The debt evidenced by the Note is secured by a mortgage executed on the 24th day of February, 2010, by Mortgagor in favor of Mortgagee which was recorded in the Office of the Judge of Probate of Shelby County, Alabama, on the 3rd day of March, 2010, at Instrument Number 20100303000061850 (the "Mortgage").
3. Mortgagor and Mortgagee have agreed to amend the Mortgage to reflect the true and accurate legal description of the property owned by Mortgagor and conveyed by the Mortgage.
4. Mortgagor has agreed to execute this Amendment to Mortgage to consent to the amendment to the Mortgage.


NOW, THEREFORE, in consideration of the recitals, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

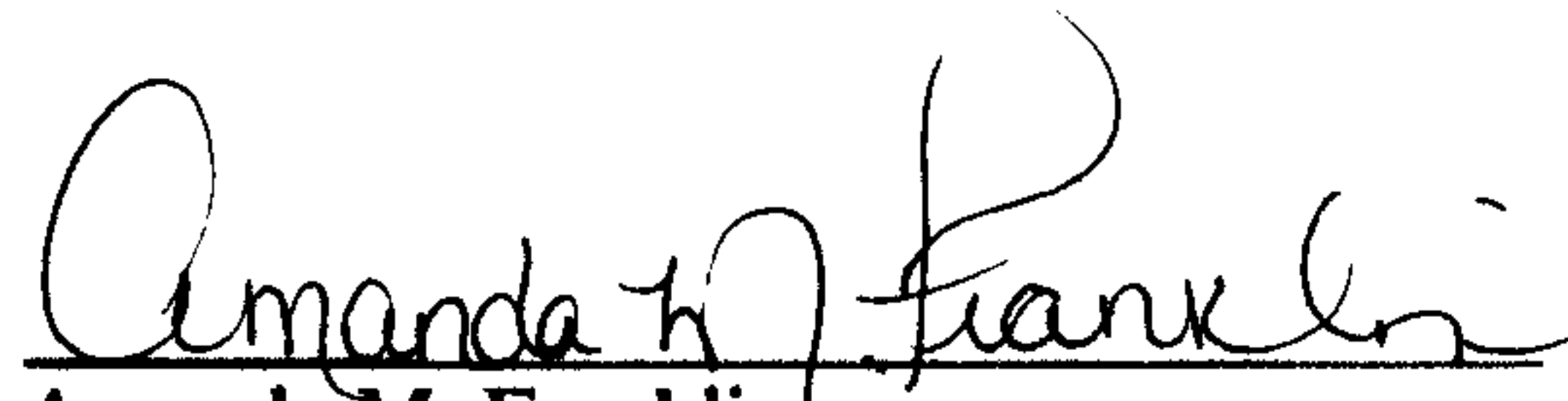
1. Except as otherwise defined herein, all terms defined in the Note and Mortgage will have the same meaning herein as therein.
2. The legal description contained on Exhibit A to the Mortgage is hereby deleted and replaced with the legal description contained in the Exhibit A attached hereto.

3. Except to the extent amended hereby, all of the terms, covenants and conditions contained in the Mortgage shall remain in full force and effect and are hereby ratified and affirmed and the lien created by the Mortgage shall not be affected or impaired by this Amendment to Mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of December, 2014.

MORTGAGOR


Robert B. Franklin



Amanda M. Franklin


STATE OF ALABAMA
COUNTY OF SHELBY

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert B. Franklin and Amanda M. Franklin, whose names are signed to the foregoing amendment to mortgage, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, Robert B. Franklin and Amanda M. Franklin, executed the same voluntarily on the day the same bears date.


Given under my hand and official seal this the day 11th of December, 2014.


Notary Public
My Commission Expires: 12/03/2017


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MORTGAGEE

FIRST UNITED SECURITY BANK

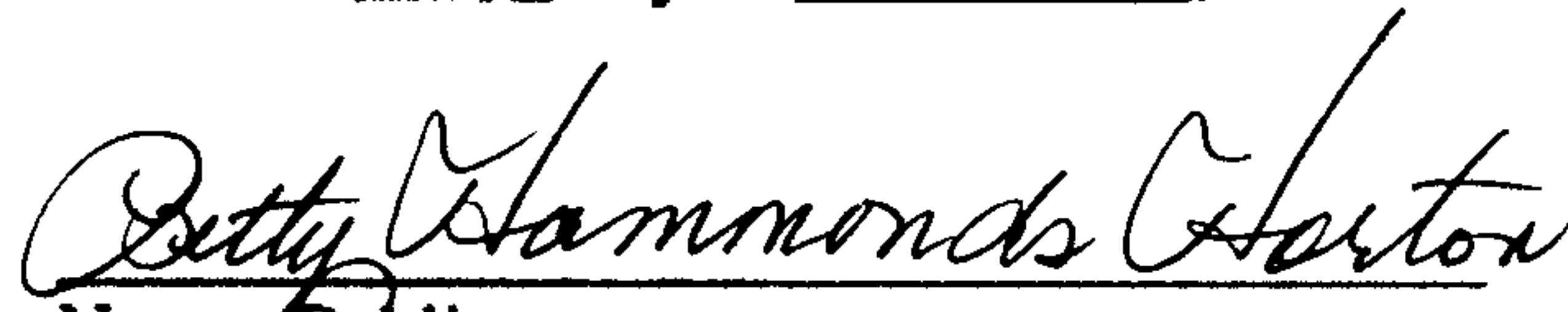
By: 
Its: vice president

STATE OF ALABAMA
COUNTY OF SHELBY

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Math Morris whose name as Vice President of First Union Security Bank, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he, as such officer and with full authority, executed the same voluntarily for and as of the act of First United Security Bank.

Given under my hand and official seal this the 11th day of December, 2014.


Notary Public

My Commission Expires: 12/03/2017




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EXHIBIT A

: Commence at a pole in place being the Northeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, said point being South 01° 18' 37" East of and 2.83 feet from the Southeast corner of Lot No. 1 of The Shoppes At the Narrows Phase 1 as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map book 25 at Page 32; thence proceed South 01° 18' 37" East along the East boundary of said Southwest one-fourth of the Southwest one-fourth for a distance of 179.87 feet; thence proceed South 89° 44' 22" West for a distance of 908.41 feet to a point on the Southwesterly boundary of the CSX Railroad 100 foot right-of-way, said point being the point of beginning. From this beginning point proceed North 50° 57' 16" West along the Southwesterly boundary of said railroad right-of-way for a distance of 230.29 feet (set 1/2" rebar); thence proceed South 46° 57' 06" West for a distance of 233.39 feet (set 1/2" rebar); thence proceed South 26° 08' 41" East for a distance of 177.57 (set 1/2" rebar) to the bank of a creek; thence continue South 26° 08' 41" East for a distance of 47.60 feet to the center of said creek; thence proceed North 57° 52' 15" East along the center of said creek for a distance of 99.50 feet; thence North 68° 51' 11" East along the center of said creek for a distance of 80.82 feet; thence proceed North 33° 59' 16" East along the center of said creek for a distance of 161.98 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the Southwest one-fourth of Section 27 Township 19 South, Range 1 West, Shelby County, Alabama.


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