

2010006079-1

RECORDATION REQUESTED BY:

Renasant Bank
Pelham Office
3513 Pelham Pkwy
Pelham, AL 35124

WHEN RECORDED MAIL TO:

Renasant Bank
Kristy Bell
PO Box 4140
Tupelo, MS 38803



20150813000280530 1/3 \$128.60
Shelby Cnty Judge of Probate, AL
08/13/2015 09:24:32 AM FILED/CERT

SEND TAX NOTICES TO:

Renasant Bank
Pelham Office
3513 Pelham Pkwy
Pelham, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



#####074008042015

Notice: The original principal amount available under the Note (as defined below), which was \$177,698.50 (on which any required taxes already have been paid), now is increased by an additional \$72,301.50.

THIS MODIFICATION OF MORTGAGE dated August 4, 2015, is made and executed between Craft Investment Properties, L.L.C., whose address is 347 Chesser Drive, Chelsea, AL 35043 (referred to below as "Grantor") and Renasant Bank, whose address is 3513 Pelham Pkwy, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 31, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded August 15, 2013 in the Probate Office of Shelby County, Alabama as Instrument Number 20130815000332320.

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 347 Chesser Drive, Chelsea, AL 35043.

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

Principal Increase from \$177,698.50 to \$250,000.00.

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 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 AUGUST 4, 2015.

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:

CRAFT INVESTMENT PROPERTIES, L.L.C.

By: John R. Craft (Seal)
John R. Craft, Member of Craft Investment
Properties, L.L.C.

LENDER:

RENASANT BANK

X Adam [Signature] (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

Page 2

This Modification of Mortgage prepared by:

Name: David Nolen
Address: 3513 Pelham Pkwy
City, State, ZIP: Pelham, AL 35124

20150813000280530 2/3 \$128.60
Shelby Cnty Judge of Probate, AL
08/13/2015 09:24:32 AM FILED/CERT

LIMITED LIABILITY COMPANY 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 **John R Craft, Member of Craft Investment Properties, L.L.C.**, 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 11th day of August, 2015.

JAMIE A. LUCAS
My Commission Expires
August 27, 2016

Notary Public

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 David Nolen whose name as VP of **Renasant 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 VP of **Renasant Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 11th day of August, 2015.

JAMIE A. LUCAS
My Commission Expires
August 27, 2016

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION


20150813000280530 3/3 \$128.60
Shelby Cnty Judge of Probate, AL
08/13/2015 09:24:32 AM FILED/CERT

PARCEL I:

A parcel of land lying between Shelby County Highway No. 280 and U.S. Highway 280 in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 19 South, Range 1 West, and more particularly described as follows:
Commence at the NE corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 27, Township 19 South, Range 1 West; thence run Southerly along the East boundary line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 504.34 feet to a point on the Southern right-of-way line of Shelby County Highway No. 280 and the point of beginning of the parcel herein described; thence continue along the same line a distance of 132.43 feet to a point on the Northern right-of-way of US Highway No. 280; thence turn an angle of 77 degrees 36 minutes 30 seconds to the right and run along the right-of-way line a distance of 64.49 feet to a concrete right-of-way monument found in place; thence turn an angle of 97 degrees 32 minutes 26 seconds to the right and run a distance of 119.56 feet to a concrete right-of-way monument found in place; thence turn an angle of 74 degrees 29 minutes 02 seconds to the right and run along the right-of-way line a distance of 77.98 feet to the point of beginning. Said parcel is lying in the NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 27, Township 19 South, Range 1 West.

PARCEL II:

Lot 1, according to the Survey of the Chesser Subdivision, as recorded in Map Book 39, Page 36, in the Shelby County, Alabama Probate Office.