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Shelby Cnty Judge of Probate, AL
08/24/2015 02:43:25 PM FILED/CERT

THIS MODIFICATION IS BEING RECORDED TO EXTEND THE MATURITY DATE TO AUGUST 25, 2018. THE ORIGINAL DEED #20070223000084050 WAS RECORDED 2/23/07 IN SHELBY COUNTY, AL WITH FEES PAID, INCLUDING MORTGAGE TAX, IN THE AMOUNT OF \$955.55.

WE ARE PAYING MORTGAGE TAX IN THE AMOUNT OF \$750.00 ON PRINCIPAL LIEN BALANCE IN THE AMOUNT OF \$499,889.59.

Space Above This Line For Recording Data

This instrument was prepared by Loan Operations, Capital Bank, PO Box 2146, Ft. Oglethorpe, GA 30742

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is August 18, 2015. The parties and their addresses are:

MORTGAGOR:

LOUIS D FRANCIES
5039 SEAY ROAD NW
HUNTSVILLE, AL 35806

CHUNG H FRANCIES
5039 SEAY ROAD NW
HUNTSVILLE, AL 35806

LENDER:

CAPITAL BANK
Organized and existing under the laws of Georgia
625 Battlefield Pkwy
Ft. Oglethorpe, GA 30742

1. **BACKGROUND.** Mortgagor and Lender entered into a security instrument dated January 26, 2007 and recorded on February 23, 2007 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at #20070223000084050 and covered the following described Property:

EXHIBIT "A"

The property is located in Shelby County at 159 BUSINESS CENTER DRIVE, PELHAM, Alabama 35124.

LOUIS D FRANCIES
Alabama Real Estate Modification

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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 and Future Advances.** 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 renewal note or other agreement, No. 34607036-3, dated August 18, 2015, from Mortgagor to Lender, with a loan amount of \$499,889.59 and maturing on August 25, 2018.

(b) **Future Advances.** All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) **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. 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, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(d) **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.

5. **ADDITIONAL TERMS.** THIS MODIFICATION IS BEING RECORDED TO EXTEND THE MATURITY DATE TO AUGUST 25, 2018. THE ORIGINAL DEED #20070223000084050 WAS RECORDED 2/23/07 IN SHELBY COUNTY, AL WITH FEES PAID, INCLUDING MORTGAGE TAX, IN THE AMOUNT OF \$955.55. WE ARE PAYING MORTGAGE TAX IN THE AMOUNT OF \$750.00 ON PRINCIPAL LIEN BALANCE IN THE AMOUNT OF \$499,889.59.

6. **AGREEMENT TO ARBITRATE.** Lender or Mortgagor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Mortgagor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Mortgagor agree to in writing. For purposes of this section, this Transaction includes this Modification and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Modification. Lender or Mortgagor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.



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Lender and Mortgagor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Mortgagor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Mortgagor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

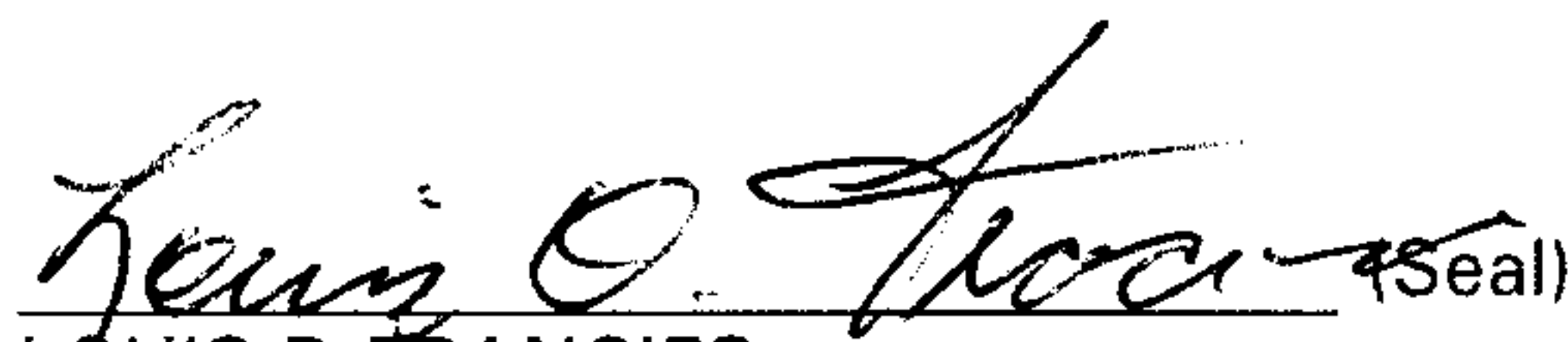
Lender and Mortgagor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Mortgagor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Modification, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Modification or another writing.

7. WAIVER OF TRIAL FOR ARBITRATION. Lender and Mortgagor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Mortgagor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

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:


LOUIS D FRANCIES (Seal)

(Witness)


CHUNG H FRANCIES (Seal)

(Witness)


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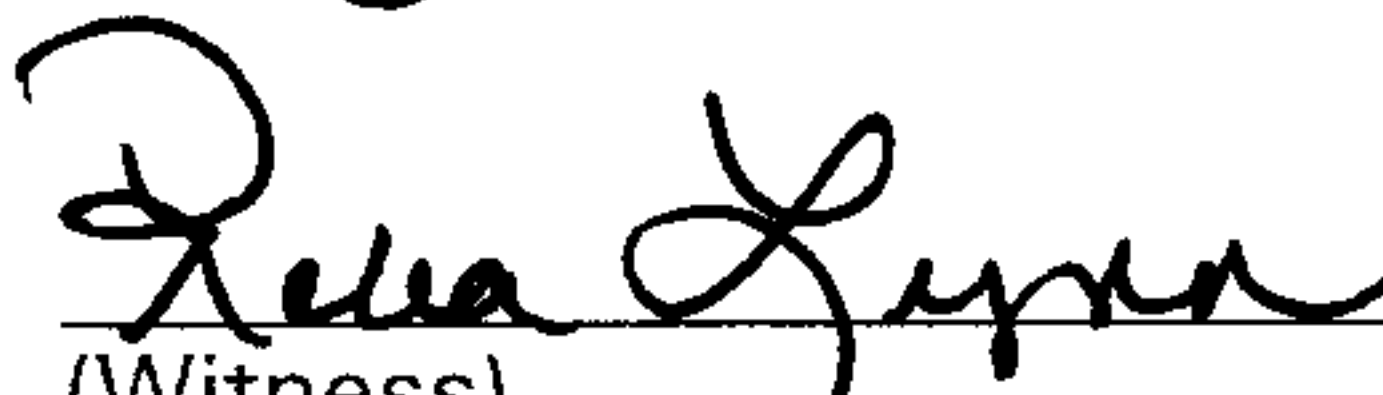
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LENDER:

Capital Bank

By  (Seal)
I. Craig Swafford, Vice President

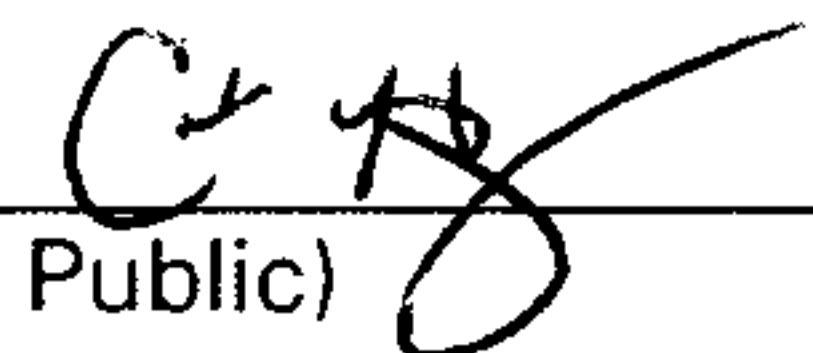

(Witness)

ACKNOWLEDGMENT.

STATE AL OF AL, COUNTY Madison OF Madison ss.

I, Carla Henry, a notary public, hereby certify that LOUIS D FRANCIES, and CHUNG H FRANCIES, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 18 day of Aug, 2015.

My commission expires:


(Notary Public)


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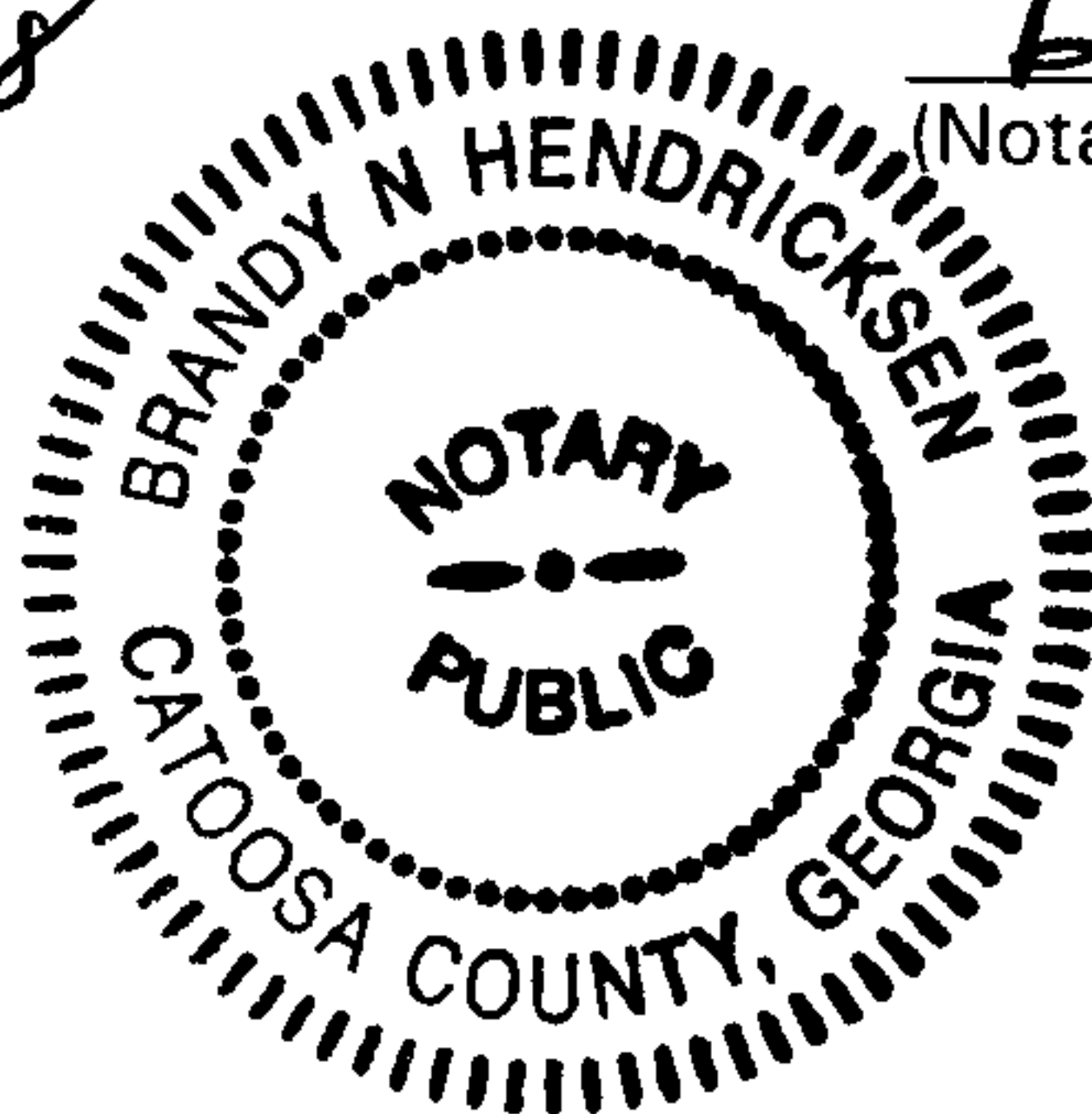
• (Lender Acknowledgment)

STATE _____ OF Georgia, COUNTY _____ OF Catoosa ss.

I, Brandy N. Hendricksen, a notary public, in and for said County in said State, hereby certify that I. Craig Swafford, whose name(s) as Vice President of Capital 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 18 day of August, 2015.

My commission expires:

11/29/18



[Signature]
(Notary Public)



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EXHIBIT "A"

FILE #: 4132-07/nsr

Part of the East 1/2 of Southwest 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From the Northwest corner of said East 1/2 of Southwest 1/4 of Section 30, run in an Easterly direction along the North line of said East 1/2 of Southwest 1/4 for a distance of 663.97 feet to an existing iron pin; thence turn an angle to the right of 87 degrees 41 minutes and run in a Southerly direction for a distance of 629.76 feet to an existing iron pin being THE POINT OF BEGINNING; thence continue along last mentioned course for a distance of 146.56 feet to an existing pin; thence turn an angle to the right of 90 degrees and run in a Westerly direction for a distance of 323.39 feet to an existing iron pin being on the East right of way of Business Center Drive (as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 8, Page 170); thence turn an angle to the right of 90 degrees 03 minutes and run in a Northerly direction along the East right of way line of said Business Center Drive for a distance of 129.57 feet to a point of curve, said curve being concave in a Southeasterly direction and having a central angle of 42 degrees 50 minutes and a radius of 25.00 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 18.69 feet to an existing iron pin; thence turn an angle to the right and run in an Easterly direction for a distance of 316.61 feet, more or less, to THE POINT OF BEGINNING; being situated in Shelby County, Alabama.

CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Any governmental zoning and subdivision ordinances or regulations in effect thereon.

All applicable conditions, restrictions, reservations, easements, etc., as shown on said recorded plat.

Building setback line, as shown by recorded plat.

Utility easements, as shown by recorded plat.

Declaration of Protective Covenants of said subdivision, as set out in Deed Book 21, Page 339, in said Probate Office.

Right(s)-of-Way(s) granted to Alabama Power Company for road, as set out in Deed Book 101, Page 523, and in Deed Book 139, Page 157, and in Deed Book 167, Page 104, and in Deed Book 219, Page 581, in the Probate Office of Shelby County, Alabama.

Right(s)-of-Way(s) granted to Shelby County for road, as set out in Deed Book 177, Page 29, in the Probate Office of Shelby County, Alabama.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 233, Page 432, in said Probate Office.

Restrictions, limitations and conditions, as set out in Map Book 8, Page 170, in said Probate Office.


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