


TC

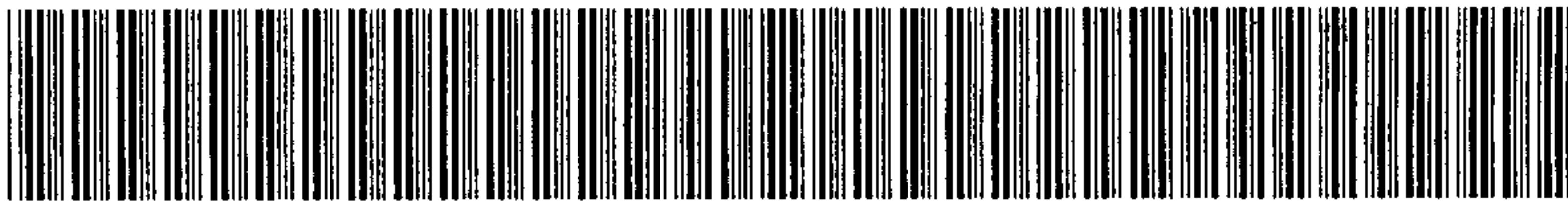
WHEN RECORDED MAIL TO:  
SERVISFIRST BANK  
850 SHADES CREEK PARKWAY SUITE 200  
BIRMINGHAM, AL 35209

  
20160105000003370 1/3 \$671.75  
Shelby Cnty Judge of Probate, AL  
01/05/2016 09:44:01 AM FILED/CERT

SEND TAX NOTICES TO:  
54 CHESSER, LLC  
PO BOX 107  
CHELSEA, AL 35043-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



\*00000000000001678000074012212015\*

THIS MODIFICATION OF MORTGAGE dated December 21, 2015, is made and executed between 54 CHESSER LLC, whose address is 54 CHESSER CRANE RD, CHELSEA, AL 35043-8350 (referred to below as "Grantor") and ServisFirst Bank, whose address is 850 SHADES CREEK PKWY , SUITE 200, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 14, 2012 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED SEPTEMBER 18, 2012 IN INSTRUMENT NUMBER #20120918000355150.

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 54 AND 114 CHESSER CRANE RD, CHELSEA, AL 35043.

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

INCREASING FROM \$1,062,500.00 TO \$1,496,910.00; CURRENT AMOUNT OF INDEBTEDNESS IS \$891,922.09.


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 endorsers 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 DECEMBER 21, 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:

54 CHESSER, LLC

By:  (Seal)  
WILLIAM RANDALL DOW, JR., Member of 54  
CHESSER, LLC

By:  (Seal)  
COLIN JAMES FEATHER, Member of 54 CHESSER,  
LLC

LENDER:

SERVISFIRST BANK

X  (Seal)  
GRANT LAUDERDALE, First Vice President

This Modification of Mortgage prepared by:

Name: ANGELA WASHINGTON  
Address: 850 SHADES CREEK PKWY  
City, State, ZIP: BIRMINGHAM, AL 35209

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 16780

Page 2

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

) SS

)



20160105000003370 2/3 \$671.75  
Shelby Cnty Judge of Probate, AL  
01/05/2016 09:44:01 AM FILED/CERT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **WILLIAM RANDALL DOW, JR., Member of 54 CHESSER, LLC and COLIN JAMES FEATHER, Member of 54 CHESSER, LLC**, a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such members 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 21 day of December, 20 15.

Stacie Stephen  
Notary Public

My commission expires \_\_\_\_\_

MY COMMISSION EXPIRES:  
March 20, 2018

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **GRANT LAUDERDALE** whose name as **First Vice President** of **ServisFirst 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 **First Vice President** of **ServisFirst Bank**, executed the same voluntarily on the day same bears date.


Given under my hand and official seal this 21 day of December, 20 15.

Stacie Stephen  
Notary Public

My commission expires \_\_\_\_\_

MY COMMISSION EXPIRES:  
March 20, 2018

**EXHIBIT  
"A"**

  
20160105000003370 3/3 \$671.75  
Shelby Cnty Judge of Probate, AL  
01/05/2016 09:44:01 AM FILED/CERT

**LEGAL DESCRIPTION**

Lots 1 and 2, according to the Survey of Taranis Subdivision, a commercial subdivision, as recorded in Map Book 43, Page 23, in the Probate Office of Shelby County, Alabama.

Together with a non-exclusive easement for ingress & egress as set forth in that certain Declaration of Reciprocal Access Easement by and between Alliant Bank and First United Security Bank dated July 5, 2012 and recorded in Inst. No. 20120918000355130.