

**RECORDATION REQUESTED BY:**

UNITED COMMUNITY BANK  
CLEVELAND TN MAIN  
PO BOX 3150  
2525 KEITH STREET  
CLEVELAND, TN 37320

**WHEN RECORDED MAIL TO:**

UNITED COMMUNITY BANK  
NORTH LOAN OPERATIONS CENTER  
PO BOX 249  
BLAIRSVILLE, GA 30514

**SEND TAX NOTICES TO:**

DARVIN FRED  
KELLI CHORD  
207 DAKOTA BEND  
CALERA, AL 35040



20160222000054070 1/4 \$113.00  
Shelby Cnty Judge of Probate, AL  
02/22/2016 12:11:35 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*00000000#####0668074001272016\*

**THIS MODIFICATION OF MORTGAGE** dated January 27, 2016, is made and executed between **DARVIN FRED, A MARRIED MAN** whose address is 207 DAKOTA BEND, CALERA, AL 35040 and **KELLI CHORD, A MARRIED WOMAN** whose address is 1633 NORTH OCOEE ST, CLEVELAND, TN 37311 (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

ADDITIONAL MORTGAGE TAX WAS PAID IN THE AMOUNT OF \$131.00 AT THE TIME OF RECORDING OF MORTGAGE EVIDENCED BY INSTRUMENT # 20131028000425520

ADDITIONAL MORTGAGE TAX WAS PAID IN THE AMOUNT OF \$110.00 WAS PAID ON MODIFICATION OF MORTGAGE RECORDED IN INSTRUMENT # 20141020000330930

ADDITIONAL MORTGAGE TAX WAS PAID IN THE AMOUNT OF \$113.00 WAS PAID ON MODIFICATION OF MORTGAGE RECORDED IN INSTRUMENT # 20151102000380210

TOTAL MORTGAGE TAX PAID \$354.00.

**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 ORIGINALLY SECURED REMAINS OUTSTANDING AND UNPAID IN THE PRINCIPAL AMOUNT OF \$60,000.00 AND HAS BEEN MODIFIED TO PROVIDE THAT THE MATURITY DATE OR DATE OF LAST INSTALLMENT PAYMENT IS MARCH 27, 2016.**

**MORTGAGE TAX IN THE AMOUNT OF \$90.00 IS DUE AND PAYABLE ON \$60,000.00**

**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.

**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.



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: #####0668

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 27, 2016.  
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 Darvin Fred (Seal)  
DARVIN FRED

X Kelli Chord (Seal)  
KELLI CHORD

LENDER:

UNITED COMMUNITY BANK

X Jim Pemberton - SVP (Seal)  
Authorized Signer

20160222000054070 2/4 \$113.00  
Shelby Cnty Judge of Probate, AL  
02/22/2016 12:11:35 PM FILED/CERT

This Modification of Mortgage prepared by:

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

INDIVIDUAL ACKNOWLEDGMENT

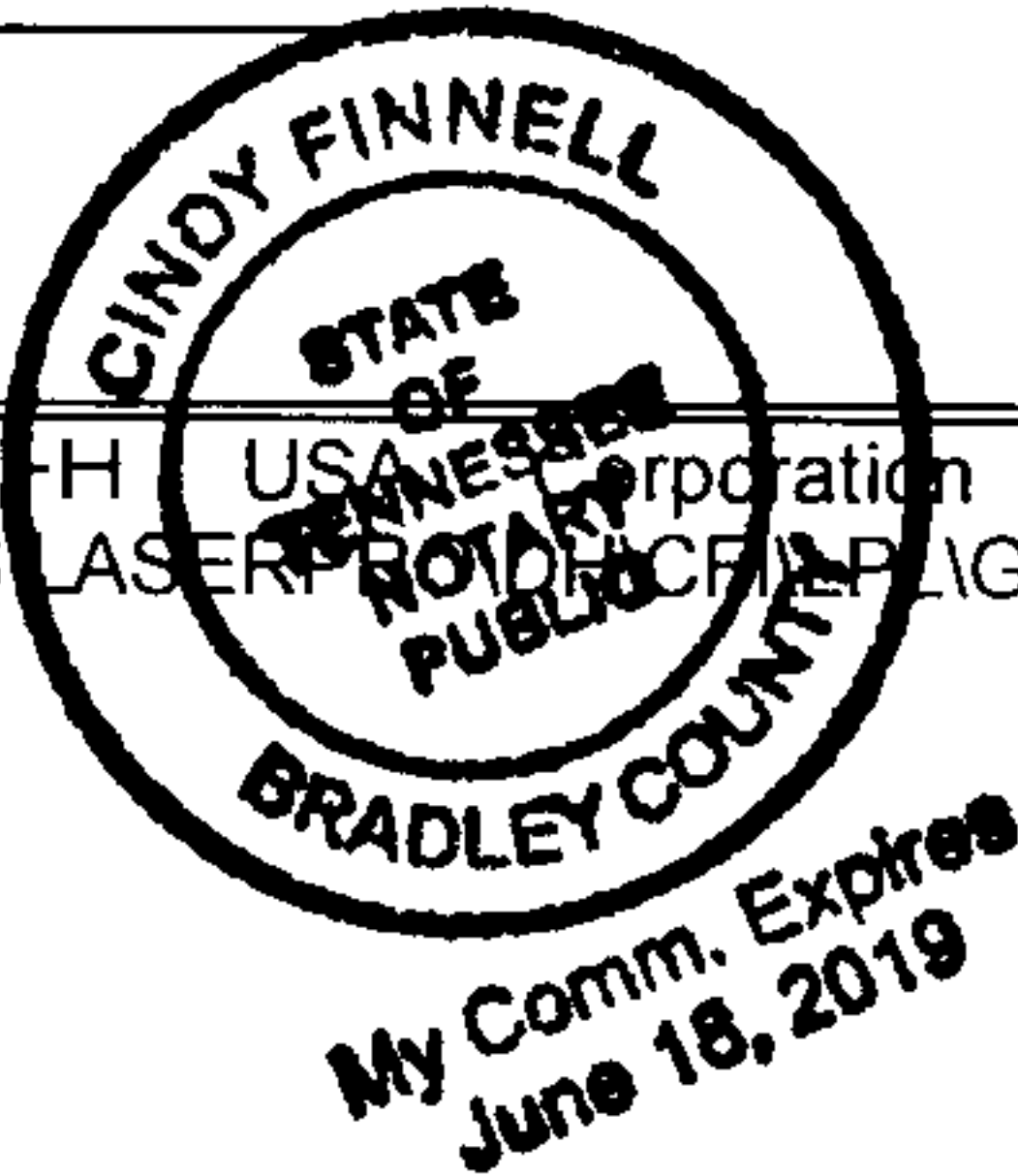
STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ~~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 28<sup>th</sup> day of January, 2016.  
Wilson Casey Miller  
Notary Public  
MY COMMISSION EXPIRES OCT 23, 2017  
My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF Tennessee )  
 ) SS  
COUNTY OF Bradley )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jim Pemberton whose name as SVP 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 SVP of UNITED COMMUNITY BANK, executed the same voluntarily on the day same bears date.  
Given under my hand and official seal this 27 day of January, 2016.  
Cindy Finnell  
Notary Public  
My commission expires 6-18-19



STATE OF Tennessee  
COUNTY OF Bradley


I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kelli Chard, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, she executed the same voluntarily on the day the same bears date.

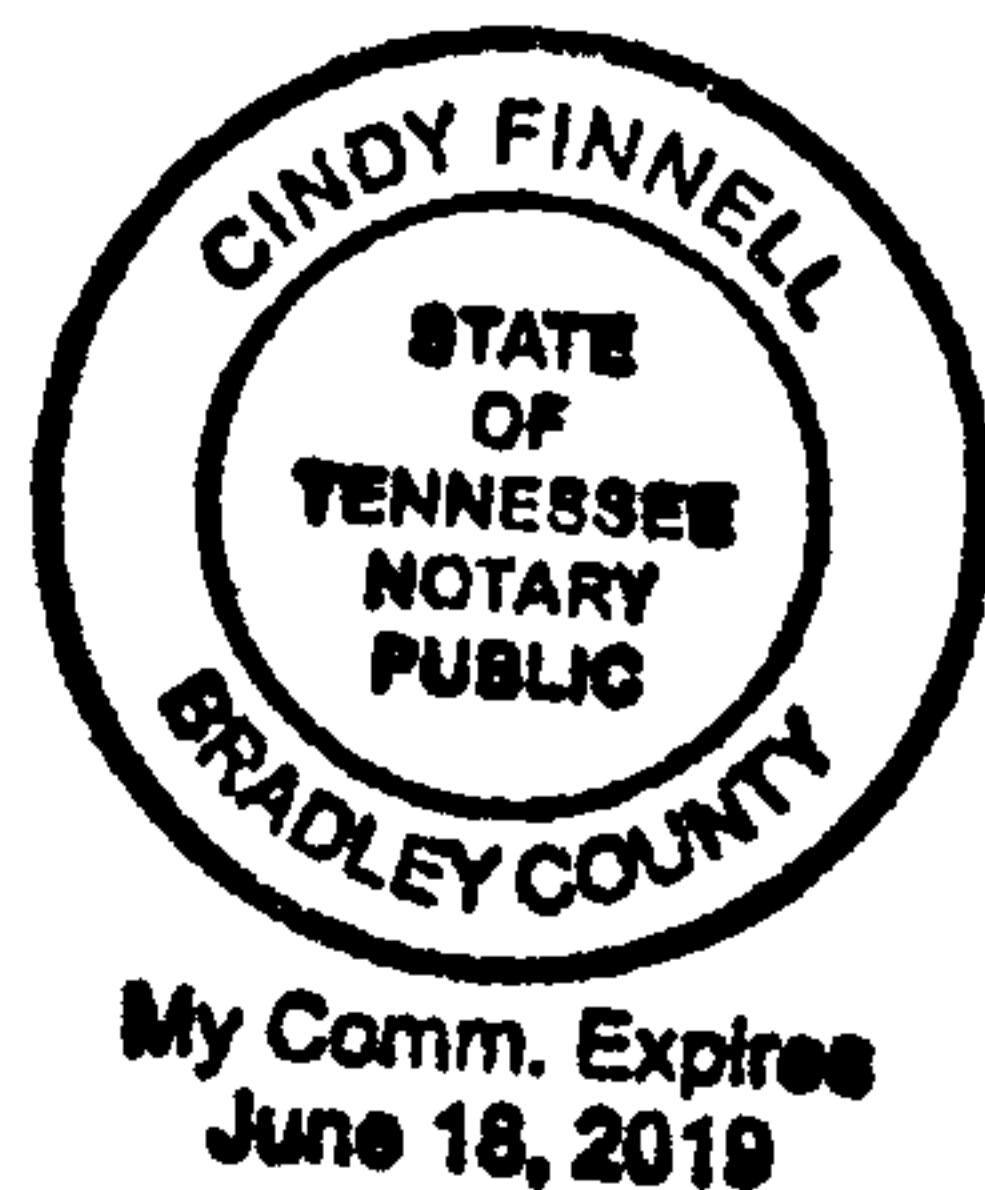
Given under my hand and official seal, this 27 day of January, 2016.

Cindy Finnell  
Notary Public

My Commission Expires: 6-18-19

(SEAL)

  
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**LEGAL DESCRIPTION**

**A tract of land situated in the Southeast ¼ 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 ¼ 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 Northwestern right-of-way line of Shelby County Road No. 361 a distance of 588.28 feet to the point of beginning; thence 91 degrees 45 minutes left and leaving the Northwestern 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 Northwestern right-of-way line of Shelby County Road No. 361; thence 115 degrees 13 minutes 30 seconds right and along the Northwestern 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.**