

RECORDATION REQUESTED BY:

USAMERIBANK
Birmingham Region (BH)
1100 Corporate Parkway
Meadow Brook Corporate Park
Birmingham, AL 35242

WHEN RECORDED MAIL TO:

USAmeriBank
Operations Center - FL
PO Box 17540
Clearwater, FL 33762



20160404000108050 1/7 \$257.00
Shelby Cnty Judge of Probate, AL
04/04/2016 12:11:35 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

74019990



MODIFICATION OF MORTGAGE

Notice: The original principal amount available under the Note (as defined below), which was \$250,000.00 (on which any required taxes already have been paid), now is increased by an additional \$150,000.00.

THIS MODIFICATION OF MORTGAGE dated March 24, 2016, is made and executed between John H. DeLoach, III, a married man, whose address is 171 Highway 468, Vincent, AL 35178 (referred to below as "Grantor") and USAMERIBANK, whose address is 1100 Corporate Parkway, Meadow Brook Corporate Park, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 2, 2012 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated March 2, 2012 and recorded March 16, 2012 as Instrument# 20120316000092030, modified by Modification of Mortgage dated June 22, 2012 and recorded July 9, 2012 as Instrument# 20120709000241860, modified by Modification of Mortgage dated March 2, 2013 and recorded April 3, 2013 as Instrument# 20130403000137160, further modified by Modification of Mortgage dated December 4, 2014 and recorded December 11, 2014 as Instrument# 20141211000388780, all in the Probate Office of Shelby County, Alabama.

MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$225.00 IS BEING PAID AND ATTACHED TO THIS MODIFICATION OF EVEN DATE ON THE INCREASE AMOUNT OF \$150,000.00.

MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$105.00 HAS BEEN PAID WITH MORTGAGE DATED MARCH 2, 2012 AND RECORDED MARCH 16, 2012 AS INSTRUMENT# 20120316000092030; **MORTGAGE PRIVILEGE TAX** IN THE AMOUNT OF \$45.00 HAS BEEN PAID WITH MODIFICATION OF MORTGAGE DATED JUNE 22, 2012 AND RECORDED JULY 9, 2012 AS INSTRUMENT# 20120709000241860; **MORTGAGE PRIVILEGE TAX** IN THE AMOUNT OF \$75.00 HAS BEEN PAID WITH MODIFICATION OF MORTGAGE DATED MARCH 2, 2013 AND RECORDED APRIL 3, 2013 AS INSTRUMENT# 20130403000137160, AND **MORTGAGE PRIVILEGE TAX** IN THE AMOUNT OF \$150.00 HAS BEEN PAID WITH MODIFICATION OF MORTGAGE DATED DECEMBER 4, 2014 AND RECORDED DECEMBER 11, 2014 AS INSTRUMENT# 20141211000388780, ALL RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See Exhibit "A", "B", "C", 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 Highway 231, Vincent, AL 35178. The Real Property tax identification number is 05-6-24-0-000-007.001, 05-7-25-0-000-001.001, 05-7-25-0-000-001.000

THE REAL PROPERTY DESCRIBED ABOVE DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR NOR HIS/HER SPOUSE.

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

1. As of the date of execution of this Modification, the loan amount of \$250,000.00 is renewed and increased by a future advance of \$150,000.00 for a total consolidated loan amount of \$400,000.00.
2. Interest rate and repayment schedule as further defined in the renewal Promissory Note of even date.

3. The Mortgage, as modified, shall secure the renewal Promissory Note to the same extent as if the renewal Promissory Note was originally referred to in the Mortgage as evidence of the indebtedness secured thereby.

Add Real Property:

The Mortgage as referenced above is modified to ADD the real property further described in Exhibit "C" (the "Added Real Property") with the same effect as if such Added Real Property were also described in Exhibits "A" and "B" to the original Mortgage. This modification spreads the lien to the Added Real Property and reaffirms the Mortgage is a valid lien on all three properties.

Grant, Bargain, Sale and Conveyance: Borrower hereby grants, bargains, sells, conveys, mortgages and assigns to Lender, with power of sale, the Added Real Property, together with all improvements now existing or hereafter constructed or located thereat, all appurtenances and all tangible or intangible personal property relating thereto and all other Related Property (as described in the Mortgage as "Property") relating to such Added Real Property (the "Added Mortgaged Property") to Lender, subject to the terms and conditions of the Mortgage.


All other terms and conditions remain the same.

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 MARCH 24, 2016.

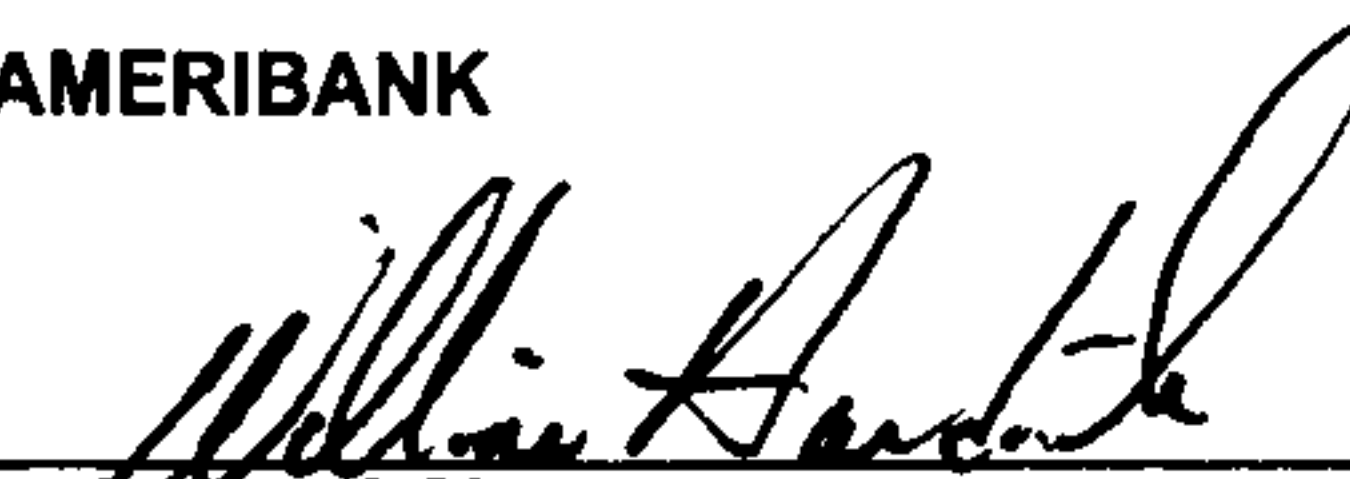
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.


GRANTOR:

X  (Seal)
John H. DeLoach, III

LENDER:

USAMERIBANK

X  (Seal)
Authorized Signer


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This Modification of Mortgage prepared by:

Name: Doc Prep Dept. USAMeriBank - Daniel Chupick
Address: 1100 Corporate Parkway
City, State, ZIP: Birmingham, AL 35242

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 74019990

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF St. Clair)

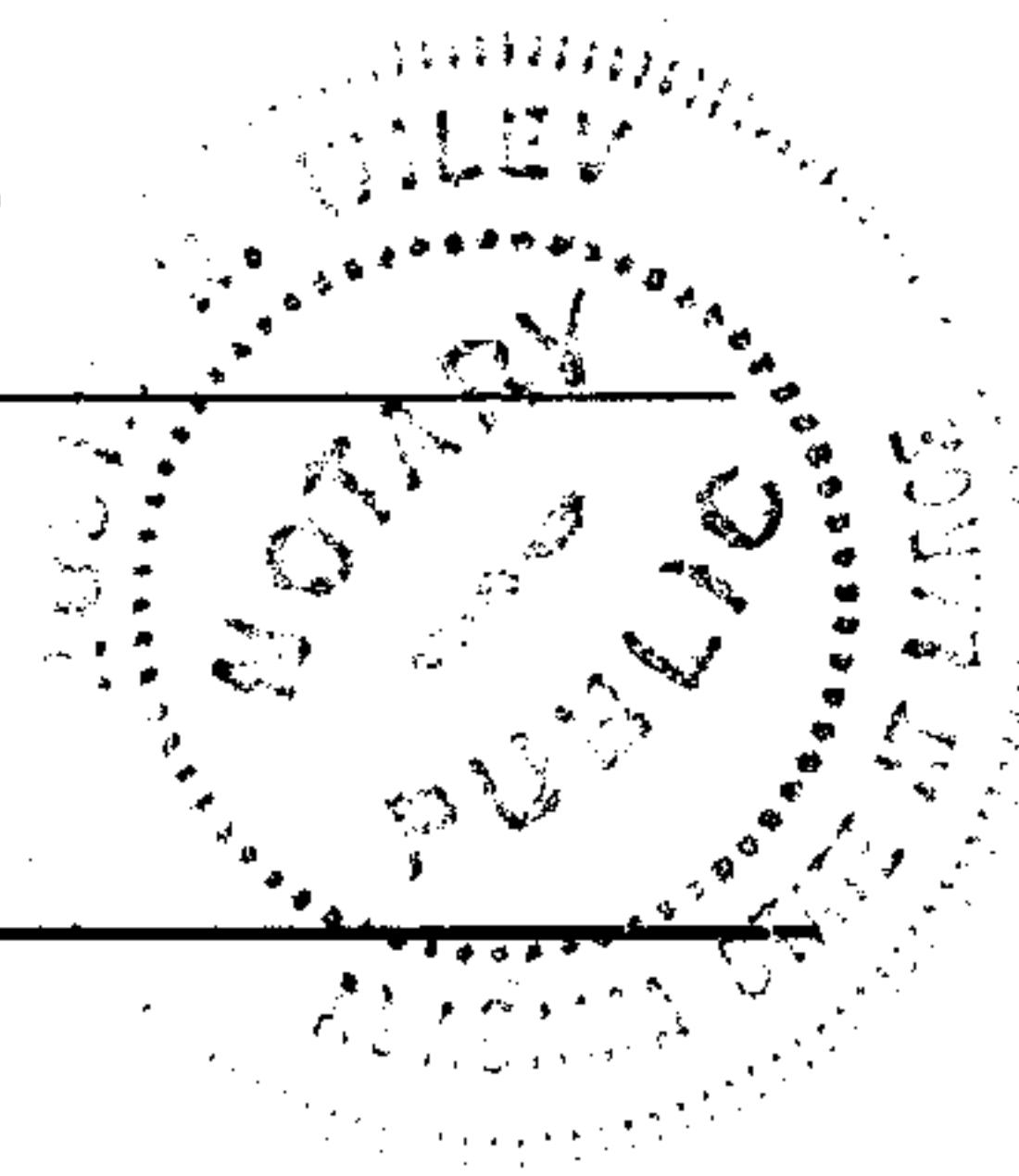
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **John H. DeLoach, III**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he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

Given under my hand and official seal this 24th day of MARCH, 2016.

Robin H Wiley
Notary Public

My Commission Expires
November 3, 2018

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF St. Clair)

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

Given under my hand and official seal this 24th day of March, 2016.

Robin H Wiley
Notary Public

My Commission Expires
November 3, 2018

My commission expires _____

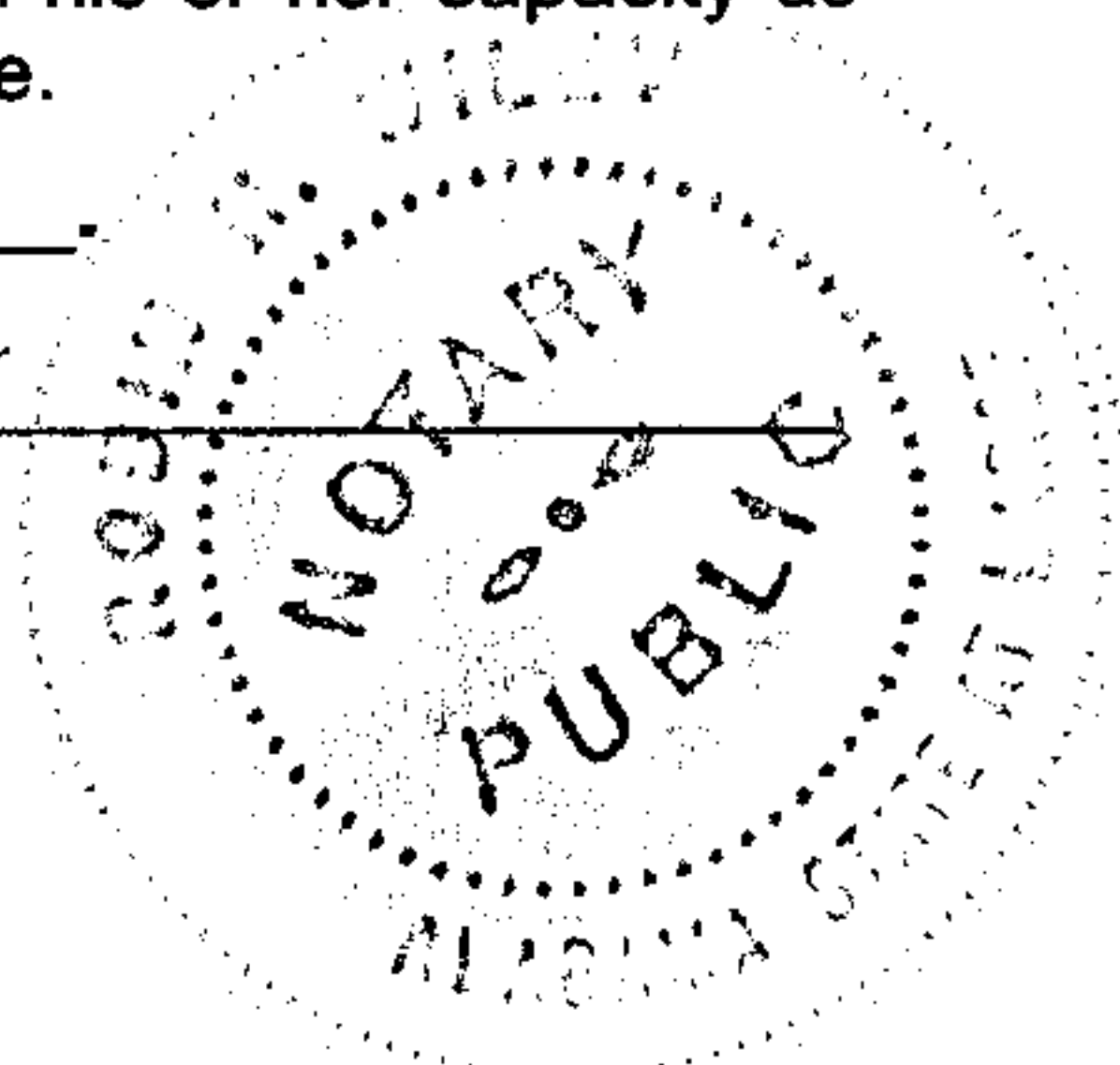


EXHIBIT A

DESCRIBED PROPERTY IS LOCATED IN SHELBY COUNTY, AL

That portion of the SE 1/4 and the East Half of SW 1/4 of Section 24, Township 18 South, Range 2 East, lying Northerly of Kelley Creek and Easterly of the Coosa Valley Dirt Road; LESS AND EXCEPT U.S. 231 right of way, Macedonia and Colored Cemetery, being in Shelby County, Alabama, and containing 93.3 acres, more or less, according to survey of Leon F. McGinnis, Registered Land Surveyor, dated April 6, 1971, as shown by map or plat of said survey attached hereto as Exhibit "A" and by reference hereto being made a part hereof.

Being the same property heretofore conveyed to Nina E. Lowe on January 6, 1917, as shown by deed recorded in Deed Book 65, Pages 371-372, Office of Judge of Probate of Shelby County, Alabama.

LESS & EXCEPT:

A part of the SW ¼ of SE ¼ and NW ¼ of SE ¼, Section 24, Township 18S, Range 2E, Identified as Tract No. 2 on Project No. BR-0053(529) in Shelby County, Alabama and being more fully described as follows:

Parcel 1 of 2:

Commencing from the NE corner of the SW 1/4 of the SE 1/4 of section 24;

thence in a westerly direction and along the quarter section line a distance of 1022 feet, more or less, to a point on the acquired R/W line (said line offset 100' RT and perpendicular to the centerline of project), which is the point of BEGINNING;

thence following the curvature thereof an arc distance of 104.33 feet to a point on the acquired R/W line (said point offset 100' RT and perpendicular to centerline of project at station 25+87.68) (said arc having a chord bearing of S 35°31'8" W, a clockwise direction, a chord distance of 104.33 feet and a radius of 11535.69 feet);

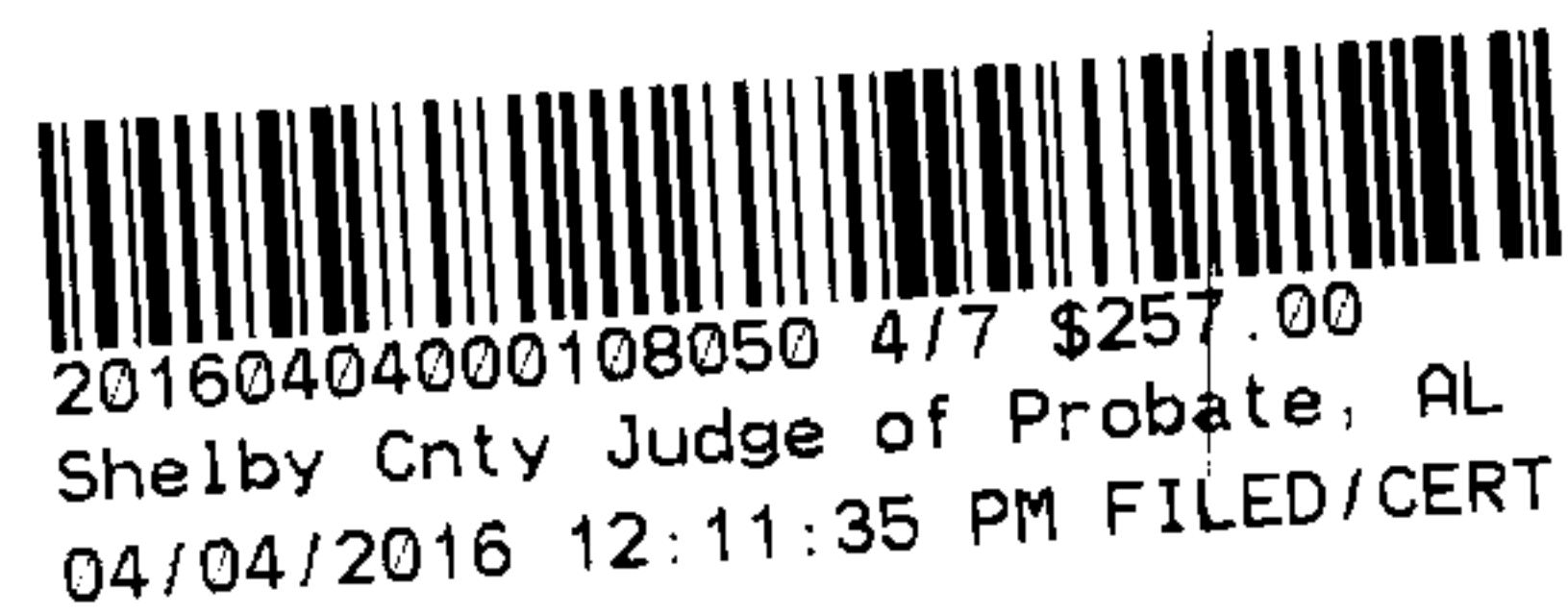
thence S 35°46'48" W and along the acquired R/W line a distance of 163.30 feet to a point on the grantor's south property line;

thence N 64°35'53" W and along the grantor's said property line a distance of 45.92 feet to a point on the east present R/W line of US-231;

thence N 35°26'22" E and along said present R/W line a distance of 912.29 feet to a point on said present R/W line;

thence N 54°3'57" W and along said present R/W line a distance of 29.77 feet to a point on said present R/W line;

thence N 36°18'46" E and along said present R/W line a distance of 247.31 feet to a point on the acquired R/W line (said point being perpendicular to centerline of project at station 36+75.00);



thence S 3°9'57" W and along the acquired R/W line a distance of 87.65 feet to a point on the acquired R/W line (said point offset 100' RT and perpendicular to centerline of project at station 35+00.00);

thence follow the curvature thereof an arc distance of 201.75 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 100' RT and perpendicular to centerline of project at station 32+94.66) (said arc having a chord bearing of S 33°16'18" W, a counterclockwise direction, a chord distance of 201.74 feet and a radius of 5539.81 feet);

thence following the curvature thereof an arc distance of 608.82 feet and along the acquired R/W line (said arc having a chord bearing of S 33°45'15" W, a clockwise direction, a chord distance of 608.75 feet and a radius of 11577.65 feet); to the point and place of BEGINNING, containing 1.11 acre(s), more or less.

Parcel 2 of 2:

Commencing from the SW corner of the NW 1/4 of the SE 1/4 of section 24; thence in a easterly direction and along the quarter section line a distance of 35 feet, more or less, to a point on the west present R/W of US-231;

thence in a northeasterly direction and along said present R/W a distance of 723 feet, more or less, to a point on the said present R/W (said point being perpendicular to centerline of project at station 32+71.19), which is the point of BEGINNING;

thence following the curvature thereof an arc distance of 23.28 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 90' LT and perpendicular to centerline of project at station 32+94.66) (said arc having a chord bearing of 32°18'13" E, a counterclockwise direction, a chord distance of 23.28 feet and a radius of 11369.00 feet);

thence following the curvature thereof an arc distance of 259.35 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 90' LT and perpendicular to centerline of project at station 35+50.00) (said arc having a chord bearing of N 33°31'18" E, a clockwise direction, a chord distance of 259.33 feet and a radius of 5820.00 feet);

thence N 76°31'32" E and along the acquired R/W line a distance of 67.52 feet to a point on the west present R/W line of US-231 (said point being perpendicular to centerline of project at station 36+00.00);

thence S 36°12'5" W and along said present R/W line a distance of 270.70 feet to a point on said present R/W line;

thence N 54°23'22" W and along said present R/W line a distance of 30.87 feet to a point on said present R/W line;

thence S 35°23'36" W and along said present R/W line a distance of 62.74 feet; to the point and place of BEGINNING, containing 0.23 acre(s), more or less.

And as shown on the right of way map of record in the State of Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

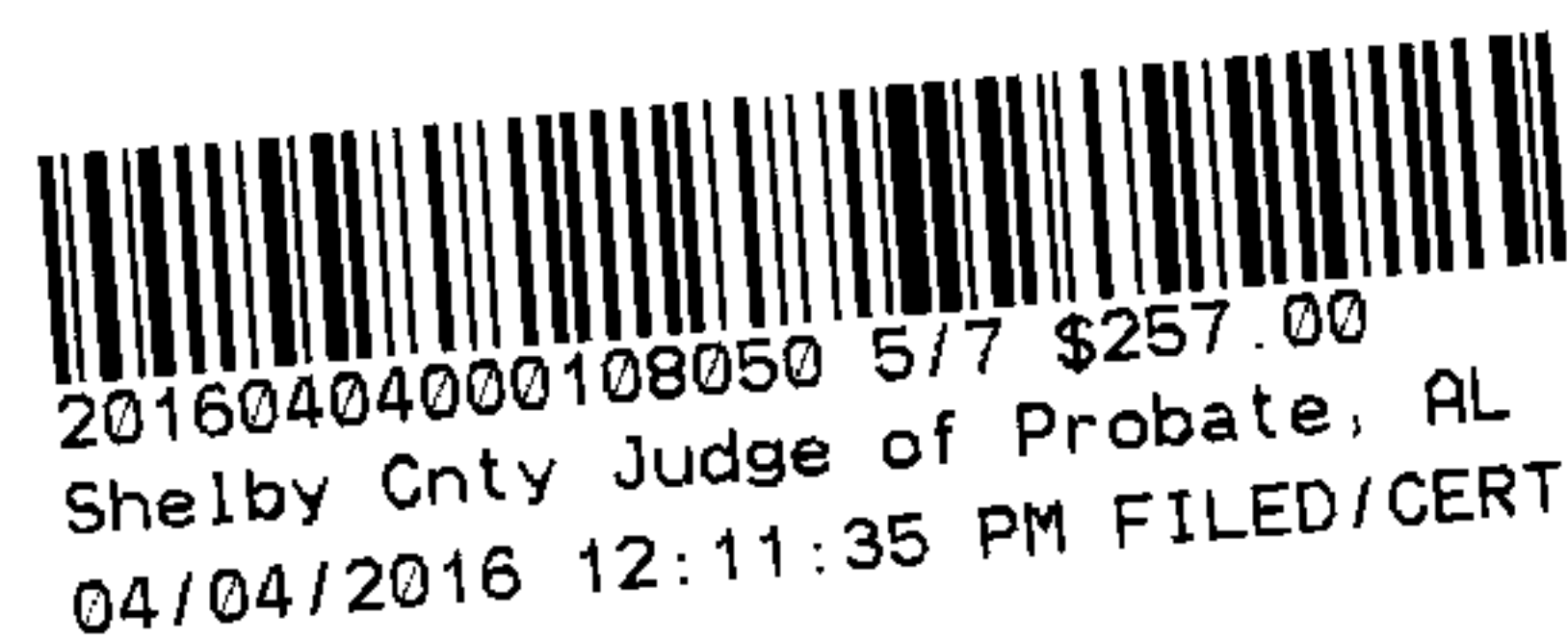


EXHIBIT B

DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

Beginning at the Northeast corner of the SW 1/4 of the NW 1/4, Section 25, Township 18, Range 2 East, thence South 330 feet, thence West 660 feet to the intersection of the new Highway right of way; thence in a Northeasterly direction along said right of way to its intersection with the Northern boundary line of said quarter-quarter section; thence East along said boundary line to the point of beginning, containing four acres, more or less. All being in the SW 1/4 of the NW 1/4, Section 25, Township 18, Range 2 East. And, also twenty seven (27) acres on the South side of SW 1/4 of NW 1/4, and the SE 1/4 of NW 1/4, except two (2) acres in Southeast corner, all being situated in Section 25, Township 18, Range 2 East, and containing sixty-five (65) acres, more or less.



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EXHIBIT C

From a 3/4" rebar at the N.E. corner of Section 25, T18S-R2E, being the point of beginning of herein described parcel of land, run thence (true) S 00°37'34"E along the East boundary of said Section 25 for a distance of 2738.18 feet to a 3/4" rebar at the S.E. corner of the SE1/4-NE1/4 of said Section 25; thence run S 89°10'33"W along the accepted South boundary of said SE1/4-NE1/4 for a distance of 1374.81 feet to a 1" pipe accepted as the S.E. corner of the SW1/4-NE1/4 of said Section 25; thence run S 88°33'02"W along the accepted South boundary of said SW1/4-NE1/4 for a distance of 1325.04 feet to a 5/8" rebar accepted as the S.E. corner of the NW1/4 of Section 25, T18S-R2E; thence run S 89°04'30"W along the accepted South boundary of said NW1/4 for a distance of 2547.90 feet to a 5/8" rebar on the Easterly boundary of U.S. Highway #231 (100' R.O.W.); thence run N 33°04'20"E along said highway boundary for a distance of 1585.70 feet to a 1/2" rebar; thence run N 84°32'44"E along an accepted property line for a distance of 447.45 feet to a 1/2" pipe; thence run N 00°19'56"W along an accepted property line for a distance of 635.82 feet to a 1.5" pipe on the Easterly boundary of aforementioned U.S. Highway #231; thence run N 33°04'20"E along said highway boundary for a distance of 33.65 feet to a 3/4" rebar; thence run S 70°20'03"E along an accepted property line for a distance of 1784.20 feet to a 5/8" rebar in the center of Glaze Branch; thence run N 43°24'59"E along said branch centerline for a distance of 130.97 feet; thence run N 23°04'41"E along said branch centerline for a distance of 75.19 feet; thence run N 76°44'38"E along said branch centerline for a distance of 107.22 feet; thence run N 53°35'14"E along said branch centerline for a distance of 61.91 feet; thence run N 28°25'19"E along said branch centerline for a distance of 115.62 feet; thence run S 84°33'21"E along said branch centerline for a distance of 51.24 feet; thence run N 34°01'29"E along said branch centerline for a distance of 89.82 feet; thence run N 00°09'19"W along said branch centerline for a distance of 52.00 feet; thence run N 32°39'25"E along said branch centerline for a distance of 132.24 feet to a 5/8" rebar; thence run N 39°29'29"E along said branch centerline for a distance of 39.55 feet; thence run N 19°03'59"E for a distance of 86.39 feet; thence run N 02°21'42"W along said branch centerline for a distance of 98.16 feet; thence run N 33°15'58"W along said branch centerline for a distance of 46.82 feet; thence run N 08°55'14"E along said branch centerline for a distance of 46.03 feet; thence run N 09°09'01"W along said branch centerline for a distance of 68.66 feet; thence run N 16°49'55"E along said branch centerline for a distance of 51.52 feet; thence run N 21°57'31"W along said branch centerline for a distance of 35.34 feet; thence run N 12°39'49"E along said branch centerline for a distance of 157.11 feet; thence run N 56°36'22"E along said branch centerline for a distance of 54.23 feet; thence run N 82°04'00"E along said branch centerline for a distance of 84.90 feet; thence run S 79°47'15"E along said branch centerline for a distance of 106.19 feet; thence run N 63°28'55"E along said branch centerline for a distance of 38.93 feet; thence run N 31°46'52"E along said branch centerline for a distance of 71.18 feet; thence run N 05°48'35"E along said branch centerline for a distance of 86.26 feet; thence run N 29°55'08"E along said branch centerline for a distance of 17.49 feet to a 1/2" rebar on the North boundary of Section 25, T18S-R2E, said point being N 88°22'42"E, 3950.31 feet to a 1.25" pipe at the N.W. corner of said Section 25; thence run N 88°22'42"E along the North boundary of said Section 25 for a distance of 10.71 feet to a 1.25" pipe at the N.W. corner of the NE1/4-NE1/4 of said Section 25; thence continue N 88°22'42"E for a distance of 1320.34 feet to the point of beginning of herein described parcel of land, containing 217.71 acres, situated in the NE1/4-NW1/4 and the S1/2-NW1/4 and the NE1/4 of Section 25, T18S-R2E, Shelby County, Alabama, subject to rights-of-way and easements of record, also, subject to a 20' non-exclusive easement for ingress and egress described to-wit: From a 3/4" rebar at the N.E. corner of Section 25, T18S-R2E, run thence (true) S 00°37'34"E along the East boundary of said Section 25 for a distance of 1359.55 feet to the point of beginning of the centerline of herein described 20' non-exclusive easement for ingress and egress; thence run N 83°21'04"W along said easement centerline for a distance of 312.91 feet; thence run N 49°04'19"W along said easement centerline for a distance of 355.47 feet; thence run S 23°26'14"W along said easement centerline for a distance of 139.12 feet; thence run S 52°15'59"W along said easement centerline for a distance of 496.20 feet; thence run N 48°35'24"W along said easement centerline for a distance of 334.26 feet; thence run S 40°58'56"W along said easement centerline for a distance of 240.60 feet; thence run S 48°02'11"W along said easement centerline for a distance of 490.79 feet; thence run S 73°44'23"W along said easement centerline for a distance of 62.18 feet; thence run N 68°26'16"W along said easement centerline for a distance of 67.08 feet; thence run N 13°50'09"W along said easement centerline for a distance of 272.15 feet; thence run N 66°53'34"W along said easement centerline for a distance of 377.97 feet; thence run S 88°32'36"W along said easement centerline for a distance of 672.90 feet; thence run S 71°58'50"W along said easement centerline for a distance of 122.69 feet; thence run S 87°24'01"W along said easement centerline for a distance of 202.34 feet; thence run N 70°44'19"W along said easement centerline for a distance of 275.35 feet; thence run N 42°44'29"W along said easement centerline for a distance of 131.26 feet; thence run N 67°15'04"W along said easement centerline for a distance of 91.38 feet; thence run N 46°39'50"W along said easement centerline for a distance of 36.63 feet; thence run N 18°59'57"W along said easement centerline for a distance of 45.19 feet; thence run N 05°38'39"W along said easement centerline for a distance of 109.95 feet; thence run N 10°35'05"W along said easement centerline for a distance of 78.59 feet; thence run N 23°20'53"W along said easement centerline for a distance of 66.21 feet; thence run N 35°15'52"W along said easement centerline for a distance of 175.93 feet to a point of termination of the centerline of herein described 20' non-exclusive easement for ingress and egress in the center of U.S. Highway #231 (100' R.O.W.). Less and except parcels of land previously conveyed.

