

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

SEND TAX NOTICES TO:

Renasant Bank
Pelham Office
3513 Pelham Pkwy
Pelham, AL 35124



20160720000253610 1/4 \$76.50
Shelby Cnty Judge of Probate, AL
07/20/2016 12:22:49 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



#####074008112015

Notice: The original principal amount available under the Note (as defined below), which was \$960,000.00 (on which any required taxes already have been paid), now is increased by an additional \$35,000.00.

THIS MODIFICATION OF MORTGAGE dated August 11, 2015, is made and executed between DOTRY ENTERPRISES, LLC, whose address is 499 SOUTHGATE DRIVE, PELHAM, AL 35124 and EDGARS OLD STYLE BAKERY, INC., whose address is 499 SOUTHGATE DRIVE, PELHAM, AL 35124 (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 May 14, 2014 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

May 16, 2014 Instrument #20140516000148740.

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 499 SOUTHGATE DRIVE, PELHAM, AL 35124.

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

Principal Increase.

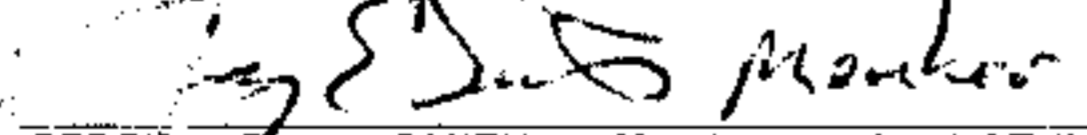
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorers 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 11, 2015.

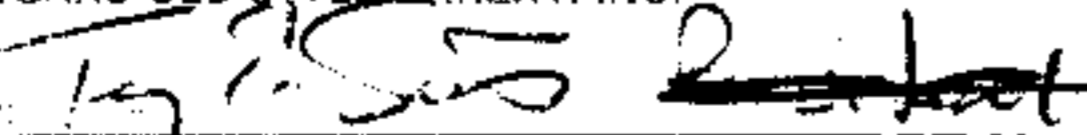
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

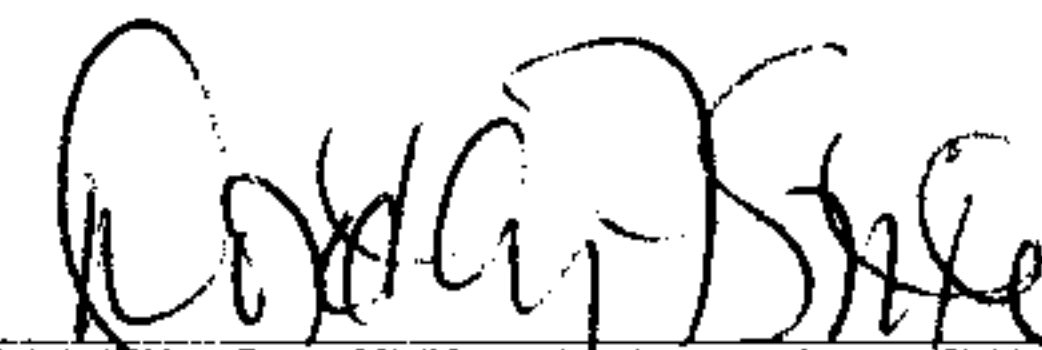
GRANTOR:


DOTRY ENTERPRISES, LLC

By:  (Seal)
TERRY E. SMITH, Member of DOTRY ENTERPRISES, LLC

EDGARS OLD STYLE BAKERY, INC.

By:  (Seal)
TERRY E. SMITH, President of EDGARS OLD STYLE BAKERY, INC.

By:  (Seal)
DOROTHY F. SMITH, Member of DOTRY ENTERPRISES, LLC

By:  (Seal)
DOROTHY F. SMITH, Vice President of EDGARS OLD STYLE BAKERY, INC.

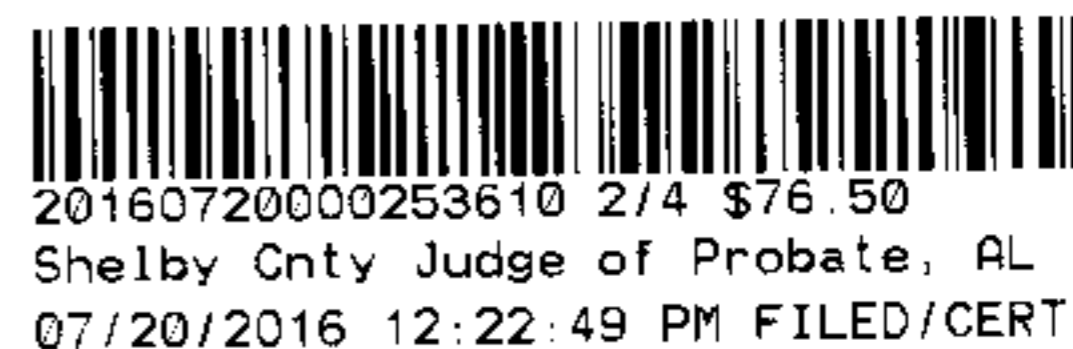
MODIFICATION OF MORTGAGE
(Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Tulsa

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DOROTHY F SMITH, Vice President of EDGARS OLD STYLE BAKERY, INC., a corporation, 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 of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this

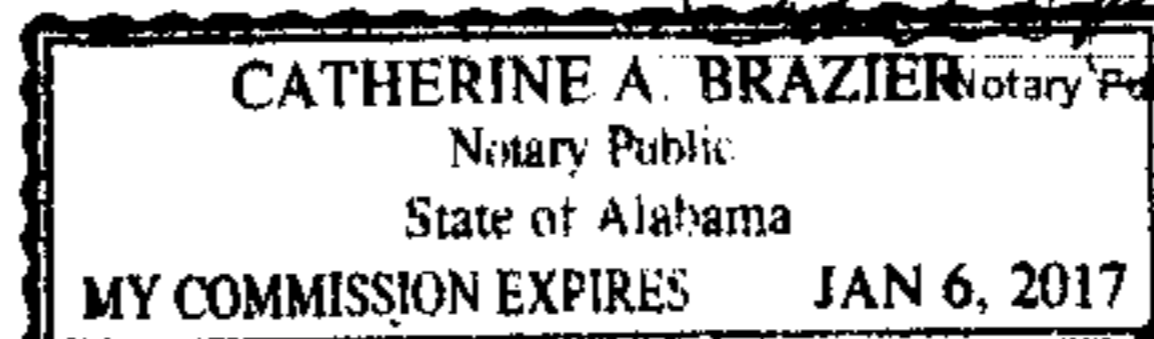
11

day of

August, 2015

My commission expires

1/6/2017



LENDER ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Tulsa

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Patrick Lavette whose name as CEO 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 such CEO of Renasant Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this

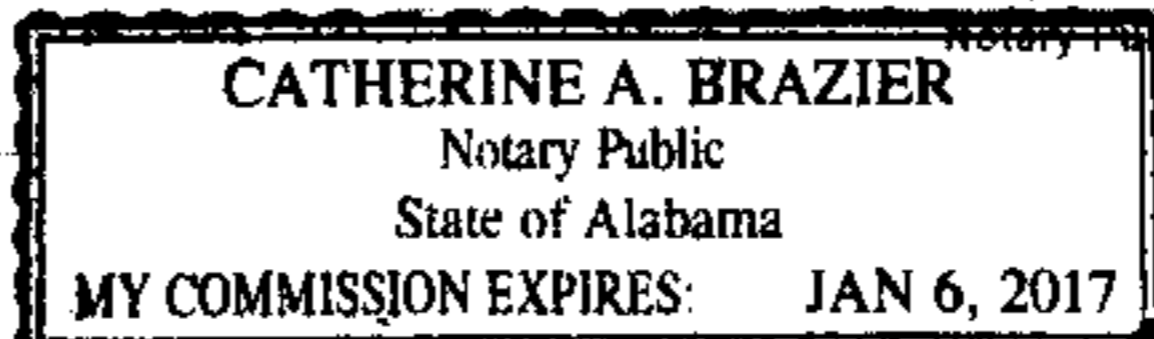
11

day of

August, 2015

My commission expires

1/6/2017



MODIFICATION OF MORTGAGE
(Continued)

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LENDER:

RENASANT BANK

x

Authorized Signer

(Seal)



20160720000253610 3/4 \$76.50
Shelby Cnty Judge of Probate, AL
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This Modification of Mortgage prepared by:

Name: DAVID L NOLEN
Address: 3513 Pelham Pkwy
City, State, ZIP: Pelham, AL 35124

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF

Alabama

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COUNTY OF

Tulsa

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that TERRY E. SMITH, Member of DOTRY ENTERPRISES, LLC, 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

11

day of

August

2015

My commission expires

1/6/2017

CATHERINE A. BRAZIER

Notary Public

State of Alabama

MY COMMISSION EXPIRES: JAN 6, 2017

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF

Alabama

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) SS

COUNTY OF

Tulsa

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DOROTHY F. SMITH, Member of DOTRY ENTERPRISES, LLC, 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

11

day of

August

2015

My commission expires

1/6/2017

CATHERINE A. BRAZIER

Notary Public

State of Alabama

MY COMMISSION EXPIRES: JAN 6, 2017

CORPORATE ACKNOWLEDGMENT

STATE OF

Alabama

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) SS

COUNTY OF

Tulsa

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that TERRY E. SMITH, President of EDGARS OLD STYLE BAKERY, INC., a corporation, 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 of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this

11

day of

August

2015

My commission expires

1/6/2017

CATHERINE A. BRAZIER

Notary Public

State of Alabama

MY COMMISSION EXPIRES: JAN 6, 2017

EXHIBIT "A"

20160720000253610 4/4 \$76.50
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A parcel of land located in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of the Southeast quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and run in an Easterly direction along the North line of said quarter section a distance of 329.55 feet to a point, said point lying on the Southwesterly boundary line of Cahaba Valley Park North, as recorded in Map Book 13, pages 140a and 140b, in the Office of the Judge of Probate of Shelby County, Alabama; thence turn a deflection angle of 60 degrees 17 minutes 38 seconds to the right and run in a Southeasterly direction along said boundary line of Cahaba Valley Park North a distance of 841.35 feet to a point; thence turn a deflection angle of 88 degrees 06 minutes 12 seconds and run to the right in a Southwesterly direction a distance of 577.12 feet to a point, said point being on the Westerly right of way line of Southgate Drive, as recorded in Map Book 22, page 91, in the Probate Office of Shelby County; thence turn an deflection angle of 91 degrees 53 minutes 48 seconds and run to the right in a Northwesterly direction along the Westerly right of way line of said Southgate Drive a distance of 385.48 feet to the POINT OF BEGINNING of the parcel herein described; thence continue in the same direction as the last described course, in a Northwesterly direction, and along said right of way a distance of 47.60 feet to a point and the beginning of a curve to the left; thence continue along said right of way in a Northwesterly direction, and along the arc of said curve, having a radius of 220.00 feet and a central angle of 79 degrees 07 minutes 16 seconds, a arc distance of 303.80 feet to a point; thence continue along said right of way, tangent to last described curve, in a Westerly direction a distance of 181.50 feet to a point and the beginning of a curve to the left; thence, leaving said right of way, run in a Southwesterly to Southeasterly direction, along the arc of said curve, having a radius of 35.00 feet and a central angle of 105 degrees 34 minutes 59 seconds an arc distance of 64.50 feet to a point; thence continue in a Southeasterly direction, tangent to last described curve, a distance of 42.63 feet to a point; thence turn an interior angle of 183 degrees 06 minutes 00 seconds and run to the right in a Southeasterly direction a distance of 201.40 feet to a point; thence turn an interior angle of 183 degrees 14 minutes 59 seconds an run to the right in a Southeasterly direction a distance of 29.77 feet to a point; thence turn an interior angle of 86 degrees 27 minutes 28 seconds and run to the left in a Northeasterly direction a distance of 390.14 feet to the point of beginning.

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