


WHEN RECORDED MAIL TO:
IBERIABANK- LOAN OPERATIONS
1120 JEFFERSON TERRACE BLVD.
NEW IBERIA, LA 70560


20160909000328090 1/3 \$1521.00
Shelby Cnty Judge of Probate: AL
09/09/2016 01:43:53 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 29, 2016, is made and executed between BROWN LANDS, L.L.C., whose address is 21891 HIGHWAY 25, COLUMBIANA, AL 35051 (referred to below as "Grantor") and IBERIABANK, whose address is 2340 Woodcrest Place, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 9, 2014 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED APRIL 11, 2014, INSTRUMENT NUMBER 20140411000106760 IN SHELBY CITY JUDGE OF PROBATE, ALABAMA.

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 21891 HIGHWAY 25, COLUMBIANA, AL 35051.

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


THE MATURITY DATE OF SAID MORTGAGE IS EXTENDED TO JULY 15, 2017 AND THE PRINCIPAL AMOUNT OF INDEBTEDNESS IS BEING INCREASED FROM \$500,000.00 TO \$1,000,000.00, SAID MORTGAGE CONTINUES TO SECURE THE ORIGINAL DEBT AS EXTENDED AND MODIFIED BY THE NEW PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF \$1,000,000.00 DATED JULY 27, 2016.

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 JULY 29, 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:

BROWN LANDS, L.L.C.
By:  (Seal)
ANDREW BROWN III, Manager of BROWN LANDS,
L.L.C.


LENDER:

IBERIABANK

x  (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

This Modification of Mortgage prepared by:

Name: LOAN OPERATIONS
Address: 2340 Woodcrest Place
City, State, ZIP: Birmingham, AL 35209
20160909000328090 2/3 \$1521.00
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF AL

)

COUNTY OF Shelby

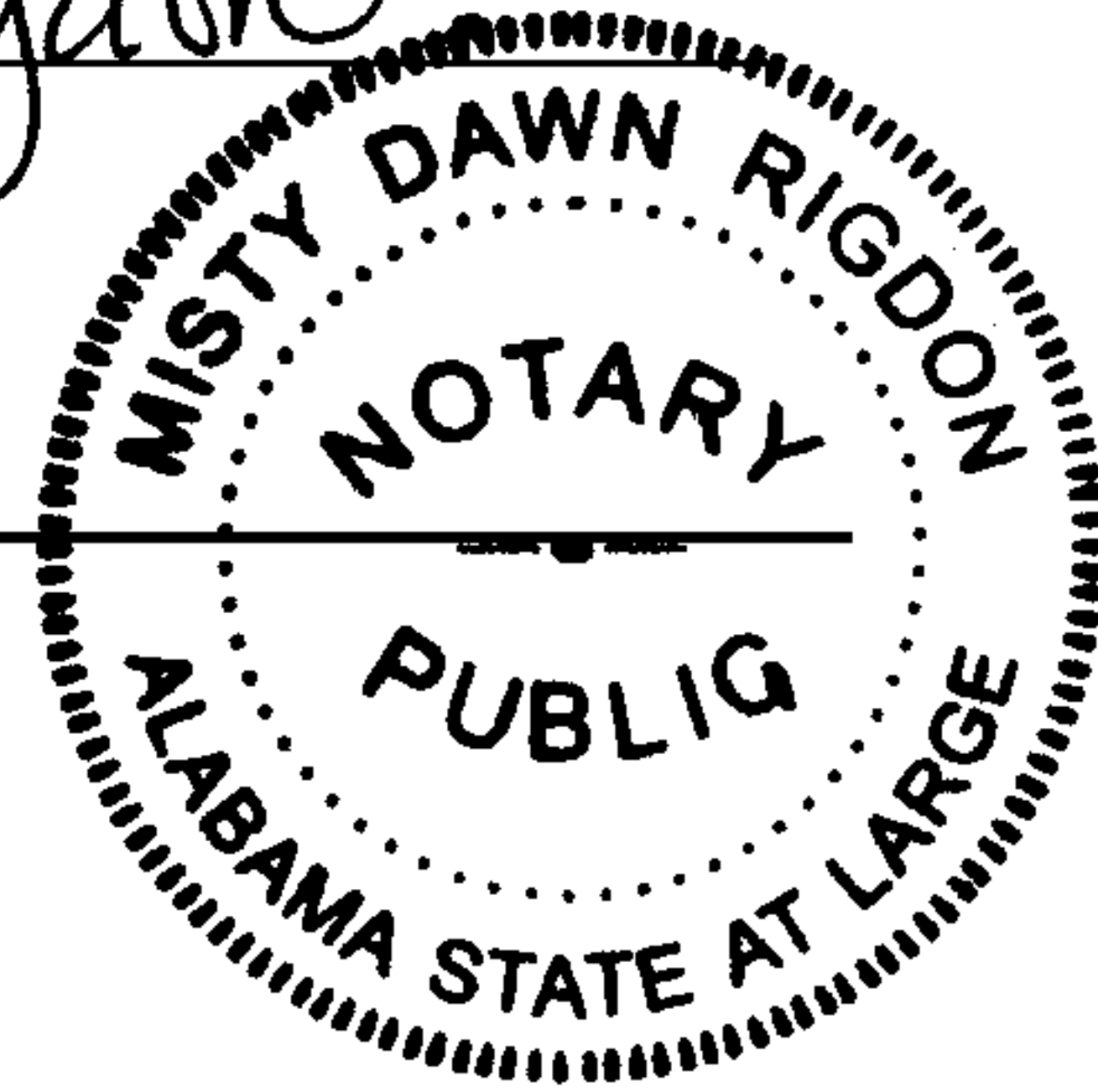
) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ANDREW BROWN III, Manager of BROWN LANDS, L.L.C.**, 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 manager 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 29 day of July, 2016.MISTY DAWN RIGDON
Notary Public, Alabama State At LargeMy commission expires July 12, 2020

Notary Public



LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF St. Clair

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Wes Quattubam** whose name as VP of **IBERIABANK** 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 VP of **IBERIABANK**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 29 day of July, 2016.LAUREN STAMBA
Notary Public, State of AlabamaMy commission expires County of St. ClairMy Commission Expires
March 09, 2019

Notary Public

EXHIBIT "A"

A part of the NE 1/4 of SE 1/4 of Section 23, Township 21 South, Range 1 West, described as follows:

Commence at the SE corner of said 1/4 - 1/4 Section and run North along the East line 500 feet to point of beginning of lot herein described; thence continue North along East line of said 1/4 - 1/4 Section 100 feet; thence North 87°45' West 442 feet to the East boundary of Columbiana-Chelsea Road; thence South along said right of way line of said road 100 feet; thence South 87°45' East 442 feet to point of beginning; situated in Shelby County, Alabama.

AND ALSO:

Commence at the SE corner of the NE 1/4 of the SE 1/4 of Section 23, Township 21 South, Range 1 West; thence run North along the East line of said 1/4 - 1/4 section a distance of 414.27 feet, more or less, to the North ROW of the Columbiana-By-Pass, and the point of beginning; thence continue North along the East line of said 1/4 - 1/4 section a distance of 85.73 feet; thence turn an angle of 84°33' to the left and run a distance of 408.83 feet to the East ROW line of the Columbiana-Chelsea Highway; thence turn an angle of 95°27' to the left and run South along said ROW line a distance of 301.95 feet to the North ROW line of the Columbiana-By-Pass; thence turn an angle of 62°20' to the left and run along said ROW a distance of 52.81 feet; thence turn an angle of 54°12' to the left and run along said ROW line a distance of 150.03 feet; thence turn an angle of 21°38' to the right and run along said ROW a distance of 212.58 feet to the point of beginning.

Situated in the NE 1/4 of the SE 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama.



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