

RECORDATION REQUESTED BY:

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

20170309000081360

03/09/2017 01:55:47 PM

MORTAMEN 1/4

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

74003888



MODIFICATION OF MORTGAGE

Notice: This Modification of Mortgage does not secure new indebtedness or an increased amount of debt under the Note (as defined below).

THIS MODIFICATION OF MORTGAGE dated February 27, 2017, is made and executed between NSDKT Properties, L.L.C., a/k/a NSDKT Properties, LLC, an Alabama limited liability company, whose address is 2469 Highway 31, Calera, AL 35040 (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 November 5, 2012 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated November 5, 2012 and recorded November 29, 2012 as Instrument #20121129000456850 in the Probate Office of Shelby County, Alabama.

MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$690.00 HAS BEEN PAID AND AFFIXED TO REAL ESTATE MORTGAGE DESCRIBED ABOVE.

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 2469 Highway 31, Calera, AL 35040. The Real Property tax identification number is 22-4-20-0-000-024.003.

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

Legal Description Change:

This modification changes that certain legal description in the original mortgage referenced above as to the legal description which was originally recorded and now amended with the legal description in Exhibit "A". Grantor hereby reaffirms and mortgages to Lender all of Grantor's right, title and interest in and to the property as legally described in Exhibit "A" as amended and restated, in the same manner and to the same extent as if such changed legal description had been included in the original Mortgage.

This modification changes that certain legal description in the original assignment of rents recorded November 29, 2012 as Instrument# 20121129000456860 as to the legal description which was originally recorded and now amended with the legal description in Exhibit "A".

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

**MODIFICATION OF MORTGAGE
(Continued)**

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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 FEBRUARY 27, 2017.

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:

NSDKT PROPERTIES, L.L.C.

By: [Signature] (Seal)
Norman A. Latona, Jr., Member of NSDKT
Properties, L.L.C.

LENDER:

USAMERIBANK

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

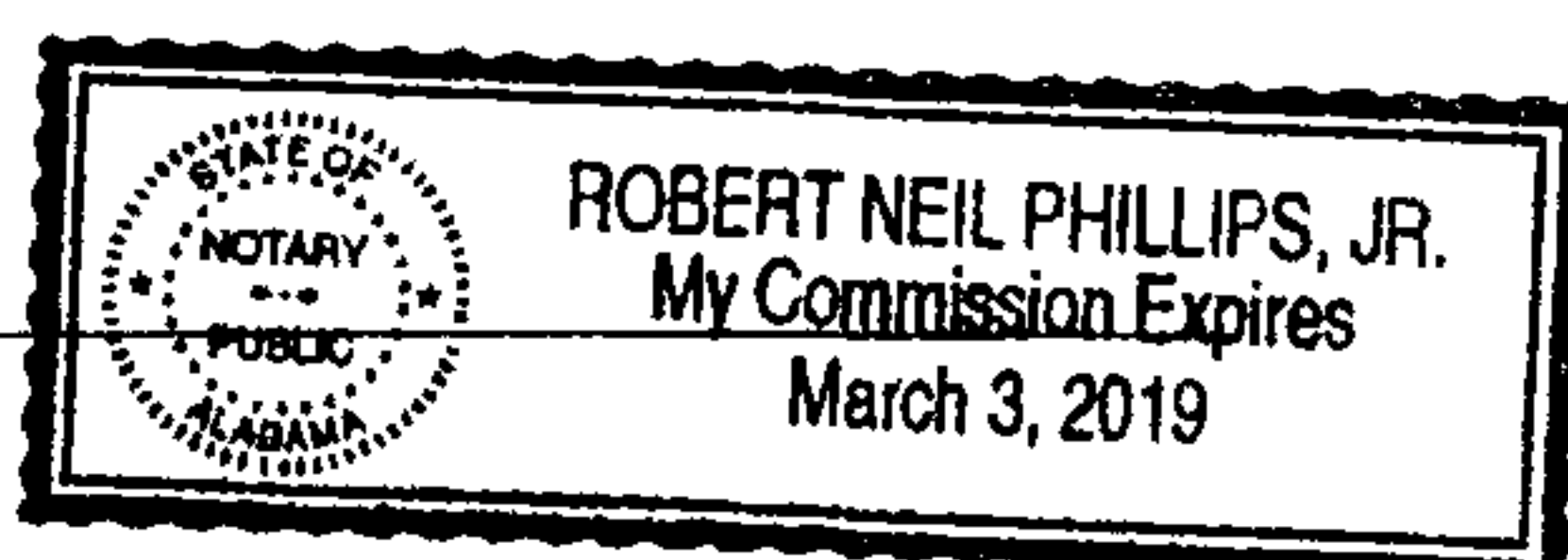
STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Norman A. Latona, Jr., Member of NSDKT Properties, 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 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 28th day of February, 20 17.

[Signature]
Notary Public

My commission expires



**MODIFICATION OF MORTGAGE
(Continued)**

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LENDER 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 Doug Williamson whose name as Senior 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 Senior Vice President of **USAMERIBANK**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 28th day of February, 20 17.

[Signature]
Notary Public

My commission expires

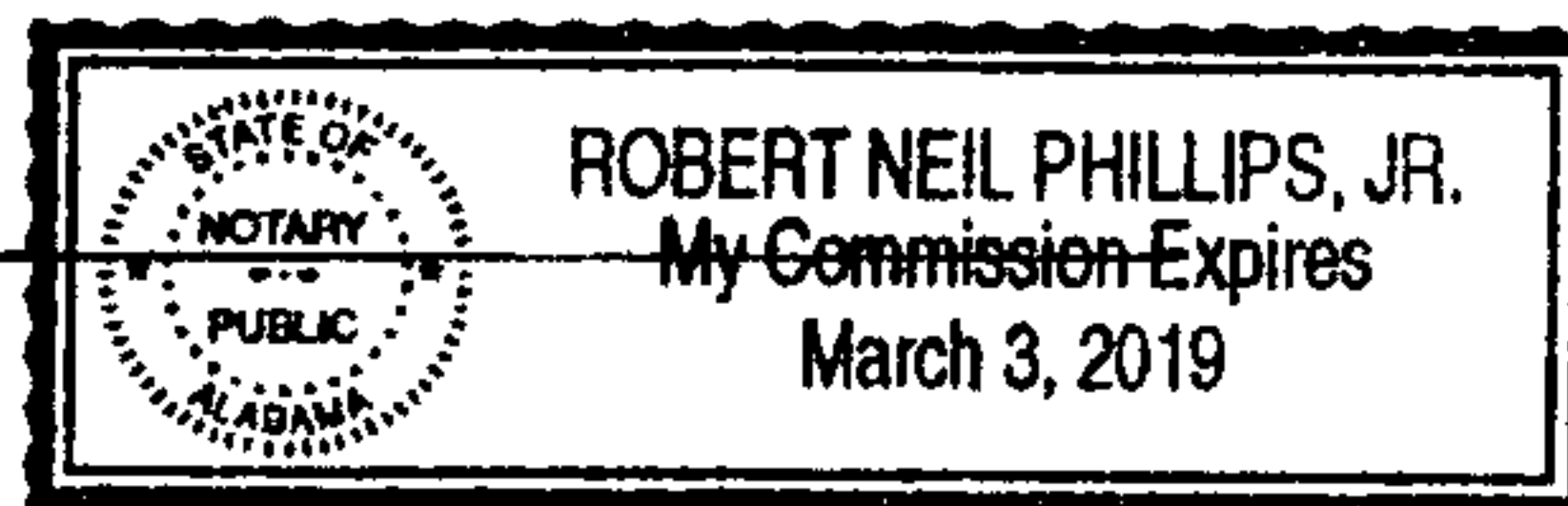
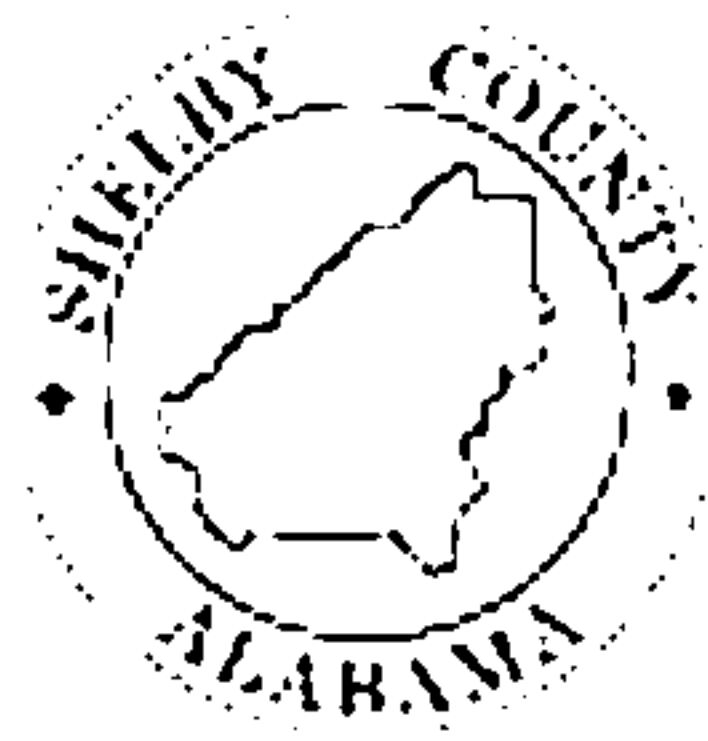


EXHIBIT "A" – LEGAL DESCRIPTION

Lot 2A, a Resubdivision of Lot 1 and Lot 2 Joe Florence Subdivision, as recorded in Map Book 37 Page 109, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/09/2017 01:55:47 PM
\$25.00 CHERRY
20170309000081360

A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the typed name of the Probate Judge.