



20170803000280070 1/7 \$33.00
Shelby Cnty Judge of Probate, AL
08/03/2017 09:47:42 AM FILED/CERT

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This instrument was prepared by Operations Department, Member Business Solutions LLC, 3692 Coolidge Court #200, Tallahassee, FL 32311

MODIFICATION OF MORTGAGE

AND MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is July 27, 2017. The parties and their addresses are:

MORTGAGOR/ASSIGNOR:

NATIONAL SCOUTING REPORT, INC.

An Alabama Corporation
128 Total Solutions Way
Alabaster, AL 35007

LENDER:

AVADIAN CREDIT UNION

Organized and existing under the laws of Alabama
P. O. Box 360287
Birmingham, AL 35236

1. BACKGROUND. Mortgagor/Assignor and Lender entered into a security instrument dated January 11, 2017 and recorded on January 28, 2017 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Mortgage instrument #20170126000032510, and Assignment of Leases and Rents instrument # 20170126000032520 and Uniform Commercial Code instrument # 20170126000032530 and covered the following described Property:

LOT B, ACCORDING TO A RESURVEY OF SITE 11, SHELBY WEST CORPORATE PARK, AS RECORDED IN MAP BOOK 30, PAGE 56, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The property is located in Shelby County at 128 Total Solutions Way, Alabaster, Alabama 35007.

2. MODIFICATION. For value received, Mortgagor/Assignor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 2783480-70, dated January 11, 2017, from Mortgagor/Assignor to Lender, with a modified maximum credit limit of \$155,000.00.


(b) Future Advances. All future advances from Lender to Mortgagor/Assignor under the Specific Debts executed by Mortgagor/Assignor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor/Assignor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

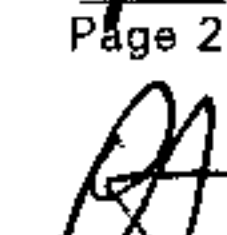
(c) All Debts. All present and future debts from Mortgagor/Assignor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor/Assignor warrants that Mortgagor/Assignor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor/Assignor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.


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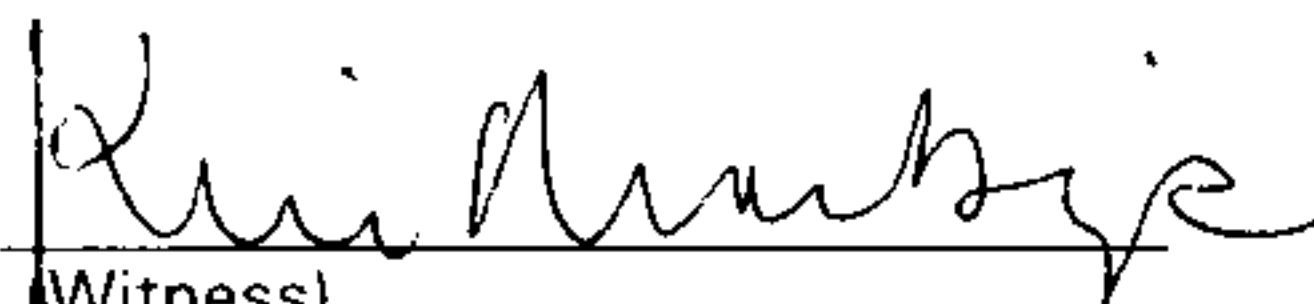
SIGNATURES. By signing under seal, Mortgagor/Assignor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.


MORTGAGOR/ASSIGNOR:

National Scouting Report, Inc.

By  (Seal)
Robert Russell Rigney, President


(Witness)


(Witness)


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By _____ (Seal)
Mary H. Rigney, Vice President

(Witness)

(Witness)

By Peggy L. Adams (Seal)
Peggy L. Adams, Secretary


NBL
(Witness)

Lisa Mandryk
(Witness)

By _____ (Seal)
William C. Rigney, _____

(Witness)

(Witness)


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LENDER:

Avadian Credit Union

By _____ (Seal)

(Witness)

(Witness)

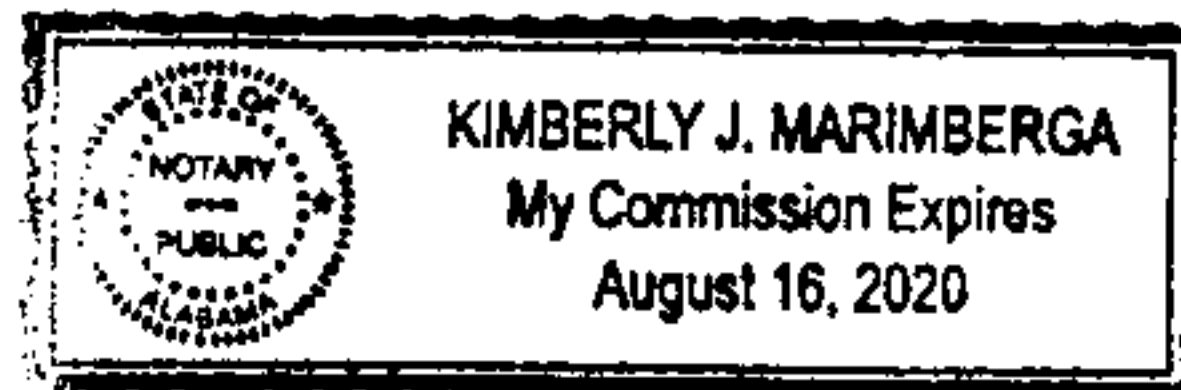
ACKNOWLEDGMENT.

~~State~~ OF Alabama, County OF Shelby ss.

I, Kimberly J. Marimberga, a notary public, in and for said County in said State, hereby certify that Robert Russell Rigney, whose name as President of the National Scouting Report, Inc. a corporation, 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 the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 27 day of July, 2017.

My commission expires:

Kimberly J. Marimberga
(Notary Public)



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____ OF _____, _____ OF _____ ss.
I, _____, a notary public, in and for said County in said State, hereby certify that Mary H. Rigney, whose name as Vice President of the National Scouting Report, Inc. a corporation, 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 the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the _____ day of _____, _____.

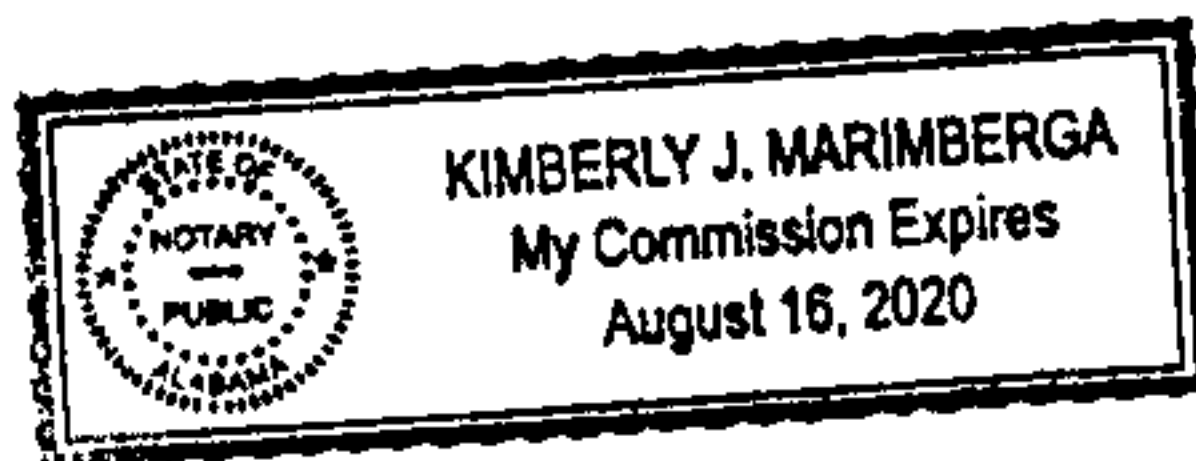
My commission expires:

(Notary Public)

State OF Alabama, County OF Shelby ss.
I, Kimberly J. Marimberga, a notary public, in and for said County in said State, hereby certify that Peggy L. Adams, whose name as Secretary of the National Scouting Report, Inc. a corporation, 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 the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 27 day of July, 2017.

My commission expires:

Kimberly J. Marimberga
(Notary Public)



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_____ OF _____, _____ OF _____ ss.

I, _____, a notary public, in and for said County in said State, hereby certify that William C. Rigney, whose name as _____ of the National Scouting Report, Inc. a corporation, 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 the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the _____ day of _____, _____.

My commission expires:

(Notary Public)

(Lender Acknowledgment)

_____ OF _____, _____ OF _____ ss.

I, _____, a notary public, in and for said County in said State, hereby certify that _____, whose name(s) as _____ of Avadian Credit Union, a corporation, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the _____ day of _____, _____.

My commission expires:

(Notary Public)



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