

RECORDATION REQUESTED BY:

CADENCE BANK, N.A.
Bus Bkg AL Bham Main
2100 Third Avenue North Suite 1100
Birmingham, AL 35203

WHEN RECORDED MAIL TO:

CADENCE BANK, N.A.
LOAN OPERATIONS
3500 Colonnade Parkway, Ste 600
Birmingham, AL 35243

SEND TAX NOTICES TO:

RCIS, LLC
P.O. Box 359
Chelsea, AL 35043

20200727000312360 1/3 \$29.00
Shelby Cnty Judge of Probate, AL
07/27/2020 08:50:38 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 1, 2020, is made and executed between RCIS, LLC, an Alabama limited liability company, whose address is 14569 Highway 280 East, Chelsea, AL 35043 (referred to below as "Grantor") and CADENCE BANK, N.A., whose address is 2100 Third Avenue North Suite 1100, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 3, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated May 3, 2013 in the amount of \$475,000.00 and recorded May 8, 2013 in Instrument Number 20130508000189850.

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

A part of the NW 1/4 of SE 1/4 of Section 25, Township 19 South, Range 1 West, in Shelby County Alabama, more particularly described as follows:

Commence at the SW corner of the above stated 1/4 - 1/4 Section; thence North 1154.14 feet; thence right 92°57'45", 200.00 feet to the Point of Beginning; thence continue along same course 170.07 feet; thence right 87°02'15", 1136.02 feet; thence right 90°10'49", 170.07 feet; thence right 89°49'53" 1144.35 feet to the Point of Beginning.

The Real Property or its address is commonly known as 14569 Highway 280 East, Chelsea, AL 35043. The Real Property tax identification number is 09 7 25 0 000 015.002.

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

Mortgage principal is decreased to \$392,901.00.

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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**MODIFICATION OF MORTGAGE
(Continued)**

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 1, 2020.

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:

RCIS, LLC

By: [Signature] (Seal)
Robert E. Barr, Jr., Manager/Member of RCIS, LLC

By: [Signature] (Seal)
Cindy Manning Barr, Member of RCIS, LLC

LENDER:

CADENCE BANK, N.A.

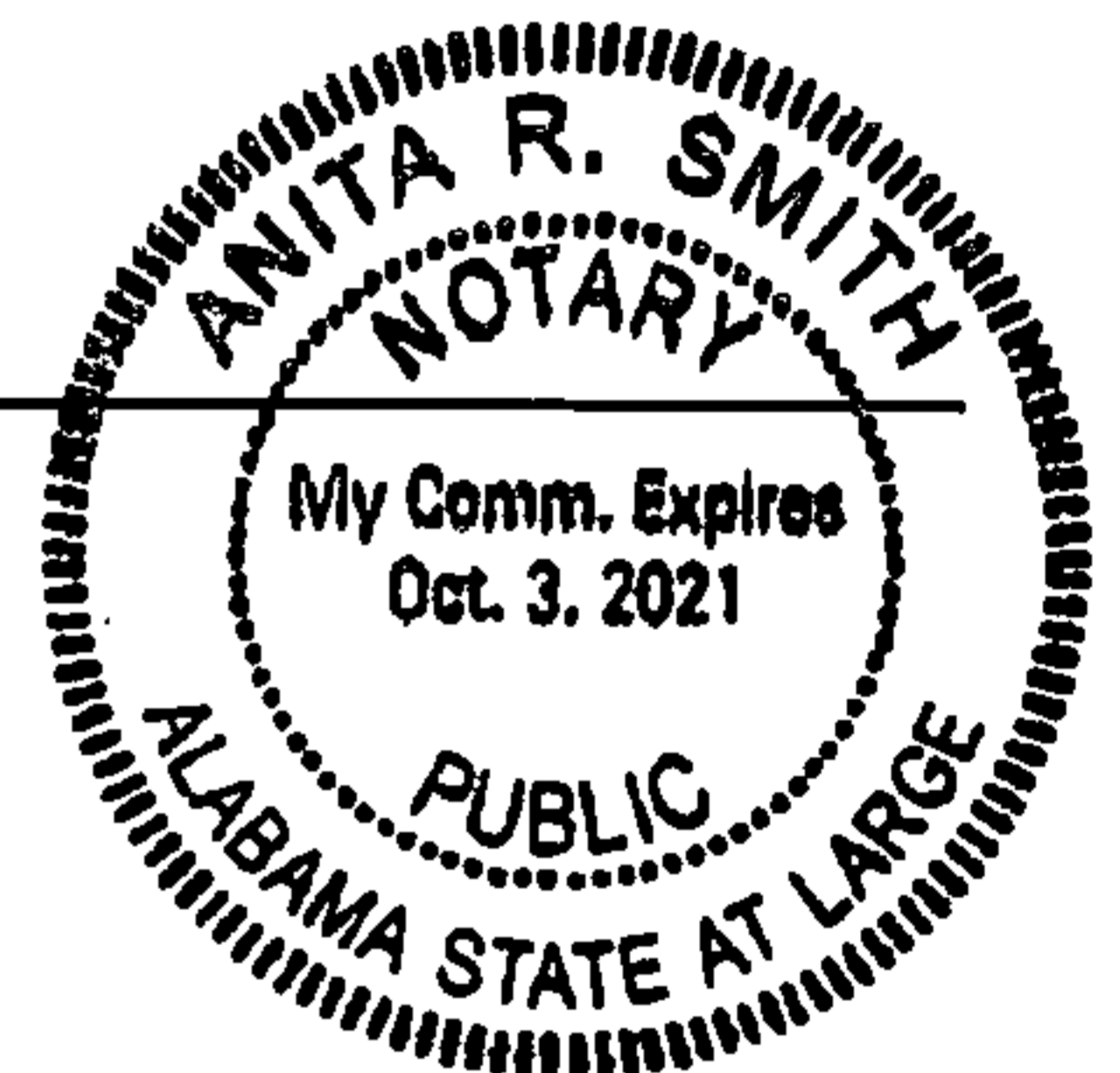
X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Rachel Corkern, Lending Support Specialist
Address: 3500 Colonnade Parkway, Ste 600
City, State, ZIP: Birmingham, AL 35243

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

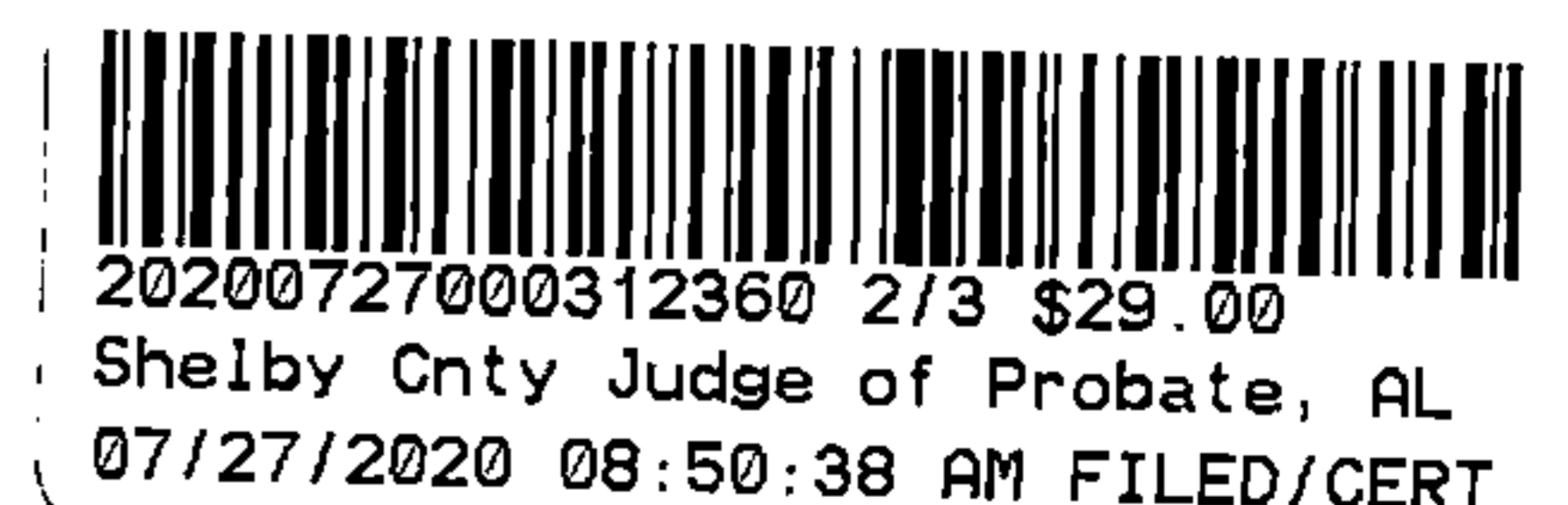


I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Robert E. Barr, Jr., Manager/Member of RCIS, LLC and Cindy Manning Barr, Member of RCIS, LLC, a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such managers or members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

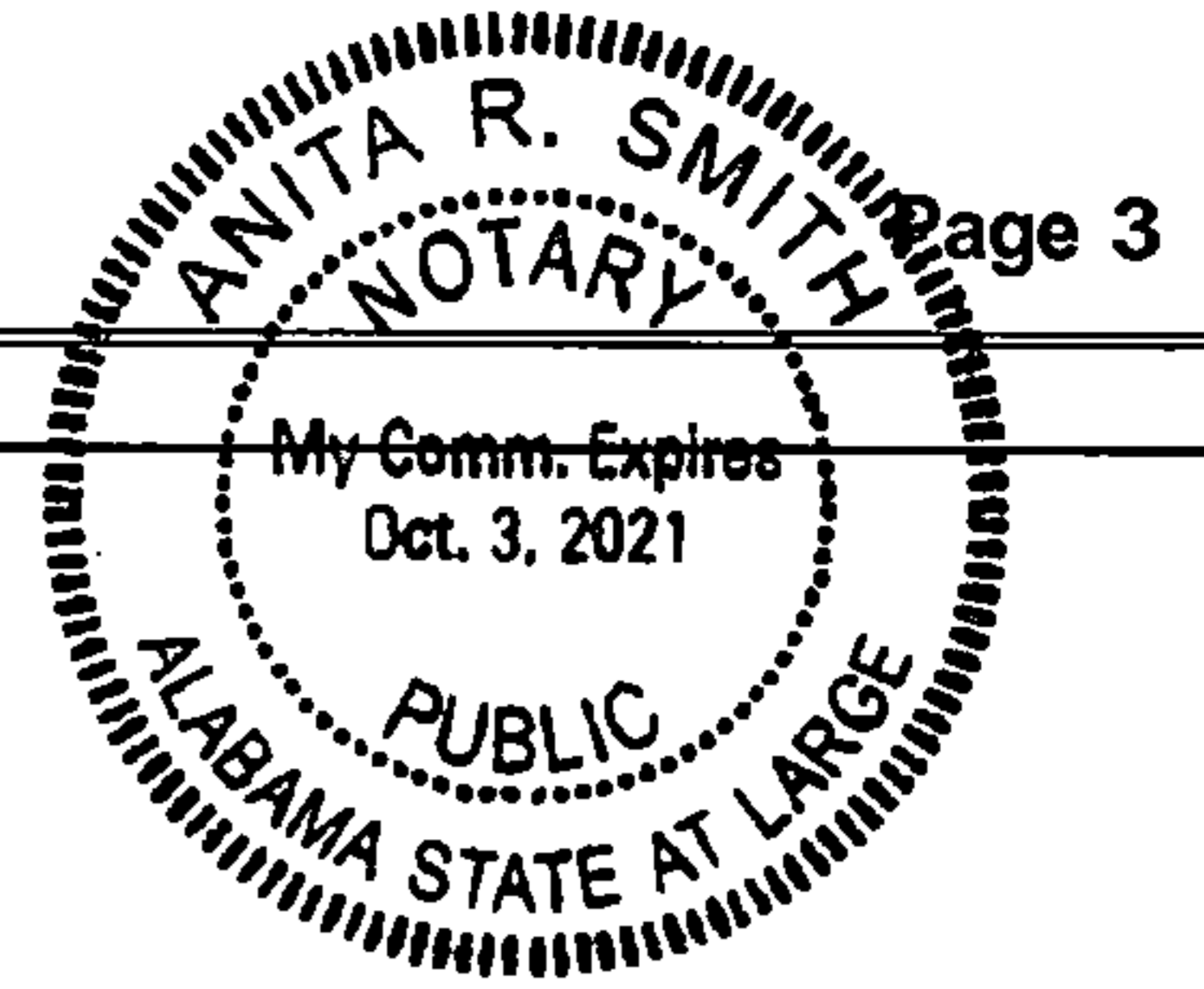
Given under my hand and official seal this 1st day of June, 20 20.

Anita R. Smith
Notary Public

My commission expires Oct 3, 2021



**MODIFICATION OF MORTGAGE
(Continued)**



LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Charles Sexton whose name as SVP of **CADENCE BANK, N.A.** 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 SVP of **CADENCE BANK, N.A.**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 1st day of June, 20 20.

Anita R. Smith
Notary Public

My commission expires Oct 3, 2021

