

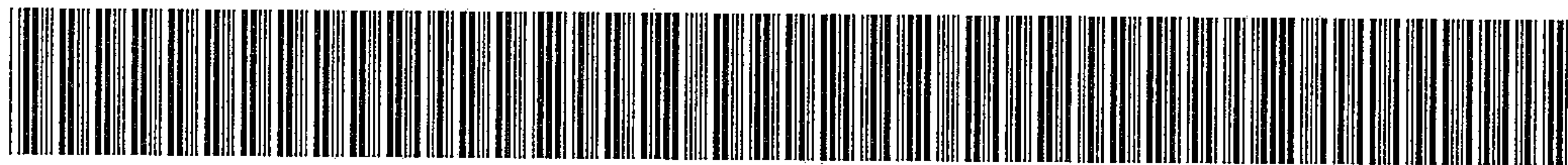
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04/21/2022 08:28:52 AM  
MORTCORR 1/5

**RECORDATION REQUESTED BY:**  
First Bank of Alabama  
Talladega  
120 North Street, East  
Talladega, AL 35160

**WHEN RECORDED MAIL TO:**  
First Bank of Alabama  
Talladega  
120 North Street, East  
Talladega, AL 35160

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*000000000020078043074012302020\*\*\*\*\*

**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 December 30, 2020, is made and executed between Shane Jones Enterprises, LLC, an Alabama Limited Liability Company, (referred to below as "Grantor") and First Bank of Alabama, whose address is 120 North Street, East, Talladega, AL 35160 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 30, 2022 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 04/07/2021 in the Shelby County Judge of Probate Office in Instrument Number 20210407000174880.

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

See the exhibit or other description document 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 3079 Pelham Parkway, Pelham, AL 35124.

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

Correcting Legal Description.

**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 endorser 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.

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 20078043

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 30, 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:

SHANE JONES ENTERPRISES, LLC

By: Shane M. Jones (Seal)  
Shane M Jones, Member of Shane Jones  
Enterprises, LLC

LENDER:

FIRST BANK OF ALABAMA

X Alyson D Thompson (Seal)  
Alyson D Thompson, Branch Manger

This Modification of Mortgage prepared by:

Name: April Smith, Commercial Loan Processor  
Address: 120 North Street, East  
City, State, ZIP: Talladega, AL 35160

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

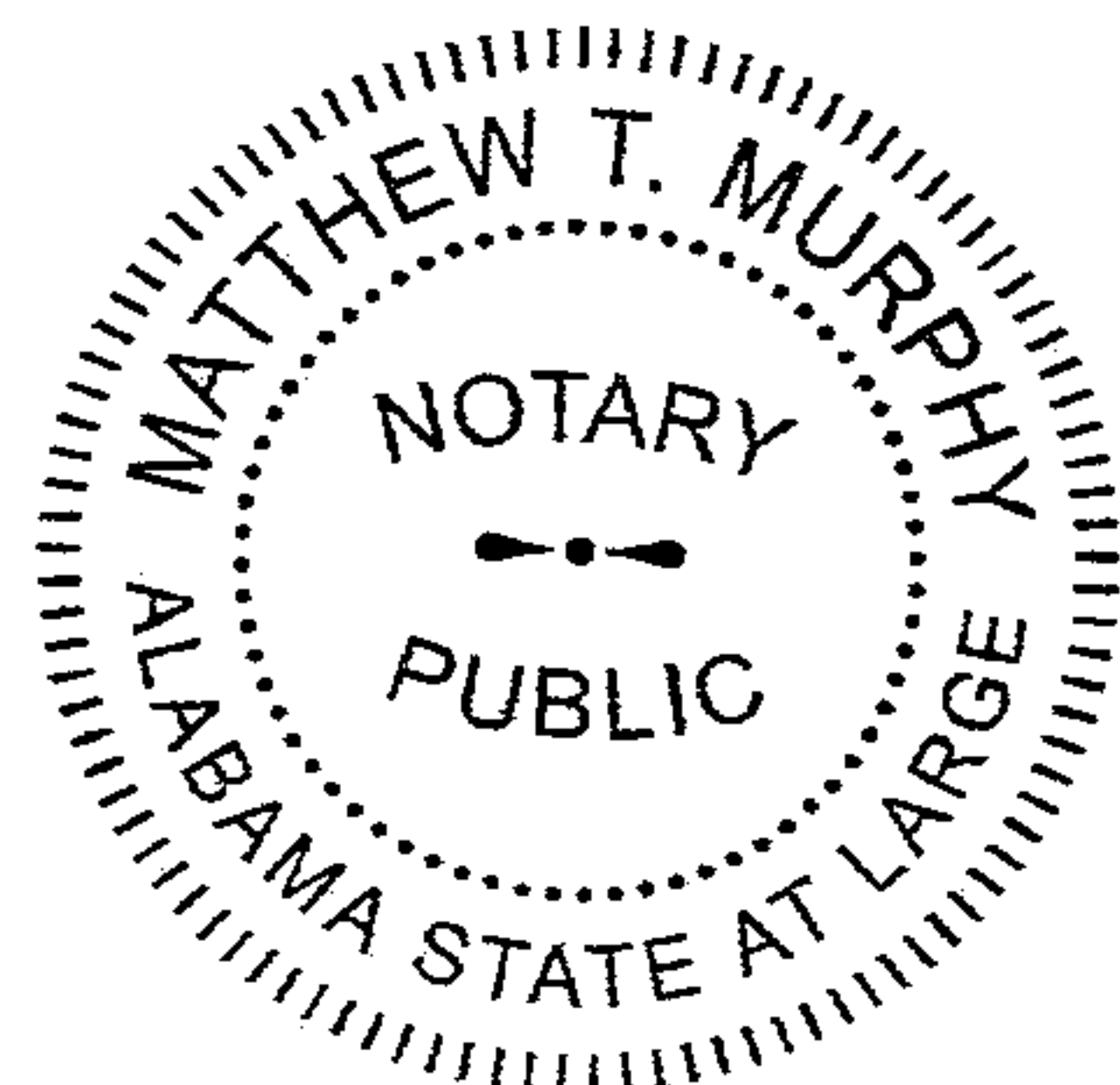
STATE OF Alabama )  
 ) SS  
COUNTY OF Chilton )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Shane M Jones, Member of Shane Jones 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 20<sup>th</sup> day of April, 20 22.

Matthew T. Murphy  
Notary Public

My commission expires 12-3-2025



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 20078043

Page 3

LENDER ACKNOWLEDGMENT

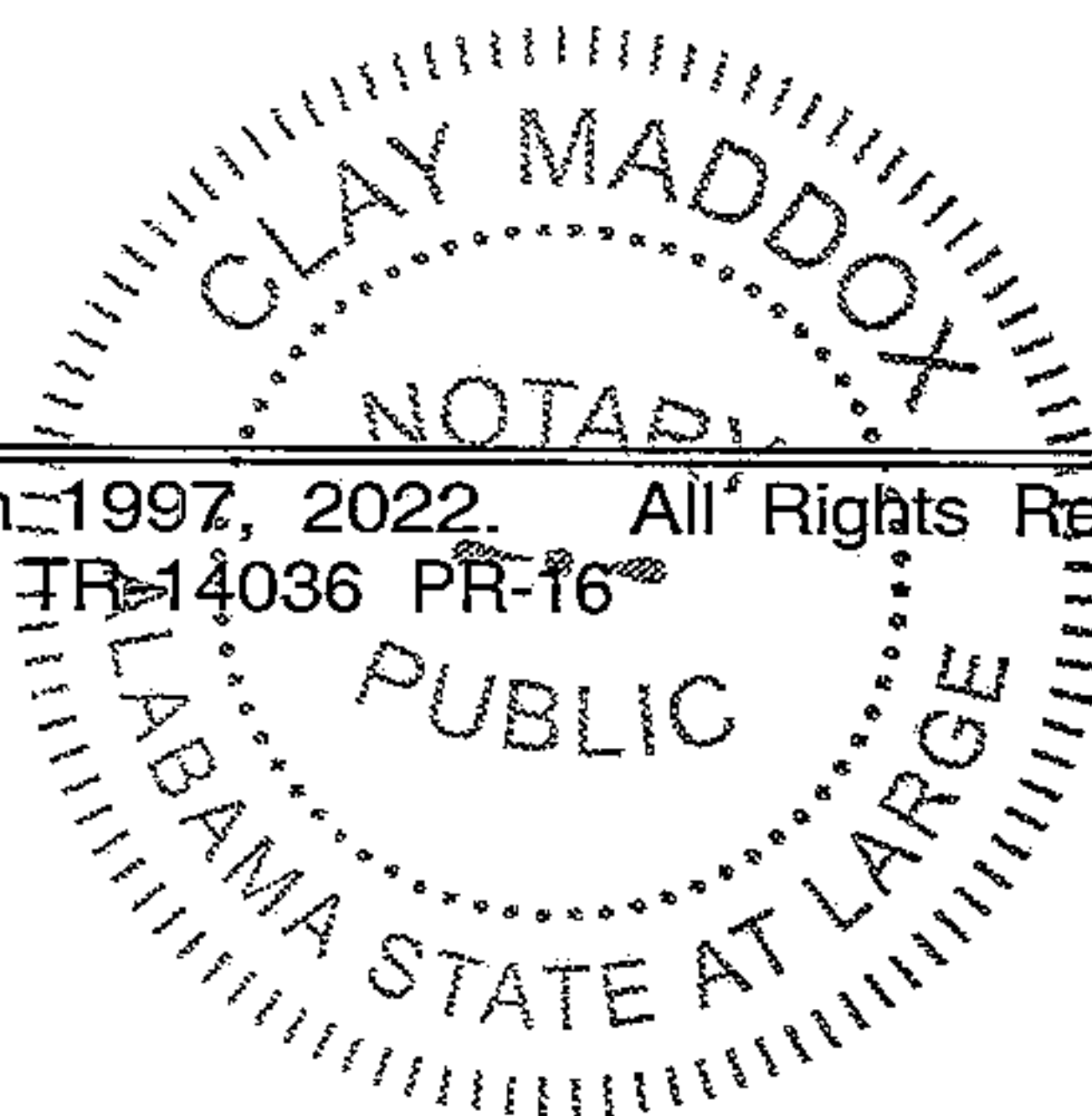
STATE OF Alabama )  
COUNTY OF Chilton ) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Alyson D Thompson** whose name as **Branch Manger of First Bank of Alabama** 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 **Branch Manger of First Bank of Alabama**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 20th day of April, 2022.

[Signature]  
Notary Public

My commission expires 4-23-23



**EXHIBIT A**

A parcel of land located in the Southwest 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being a portion of Lot 5A of "A Resurvey of Lots 4, 5, & 6, Block 2 of Pelham Estates and Acreage" as recorded in Map Book 52, Page 17 in the Office of the Judge of Probate, Shelby County, Alabama.

More particularly described as follows:

Commence at a 5/8 inch rebar located at the Northeast corner of Lot 5A of "A Resurvey of Lots 4, 5, & 6, Block 2 of Pelham Estates and Acreage" as recorded in Map Book 52, Page 17 in the Office of the Judge of Probate, Shelby County, Alabama; thence run N 74 degrees 29 minutes 45 seconds W along the Northerly boundary of said Lot 5A a distance of 401.60' to a 2 inch Pipe and Point of Beginning; thence run N 88 degrees 32 minutes 16 seconds W along said Northerly boundary a distance of 283.11' to the Northwest corner of said Lot 5A, said corner being on the Easterly right of Way of Pelham Parkway (200' Right of Way); thence run S 11 degrees 05 minutes 26 seconds E along said Easterly Right of Way and Westerly boundary of said Lot 5A a distance of 304.71' to a 1 inch open Pipe; thence run N 70 degrees 03 minutes 10 seconds E a distance of 232.96'; thence run N 01 degrees 27 minutes 44 seconds E a distance of 212.39' to the point of beginning.

Containing 1.5 Acres, more or less

**NOTE:** This property is that same said property delineated as LOT 5A-2 in the Resurvey of Lot 5A of a Resurvey of Lots 4, 5, & 6, Block 2 of Pelham Estates and Acreage Map Book 52, Page 17 dated November 30, 2021 and surveyed by George V. Shell, Jr., a copy of which is attached hereto as **Exhibit B** and incorporated by reference as if fully set out herein.



Allen S. Bayal

## EXHIBIT B

[illegible]