

**RECORDATION REQUESTED BY:**

Community Bank of Mississippi  
Birmingham Shades Creek Parkway Office  
1905 Community Bank Way  
Flowood, MS 39232

**WHEN RECORDED MAIL TO:**

Community Bank of Mississippi  
P.O. Box 2019  
Brandon, MS 39043

**SEND TAX NOTICES TO:**

Community Bank of Mississippi  
325 Maxey Drive  
Brandon, MS 39042

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## 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 August 15, 2023, is made and executed between Lovelady Properties, Limited Liability Company, an Alabama Limited Liability Company, whose address is 3347 Pelham Parkway, Pelham, AL 35124-2007 and Grady Scott Lovelady, an unmarried man, whose address is 3347 Pelham Parkway, Pelham, AL 35124-2007 (referred to below as "Grantor") and Community Bank of Mississippi, whose address is 1905 Community Bank Way, Flowood, MS 39232 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 8, 2023 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 06/08/2023, Instrument #20230608000172880, Shelby County AL.

**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 6451 Hwy 119 and 12 Creekwood Crossing, Montevallo, AL 35115.

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

To amend personal property section.

**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.

**PERSONAL PROPERTY.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, because the Real Property is or will be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area. Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 23238488

Page 2

NOTE. The word "Note" means the note or credit agreement dated 06/08/2023 in the principal amount of \$227,644.25 from Lovelady Properties, Limited Liability Company to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 15, 2023.

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:

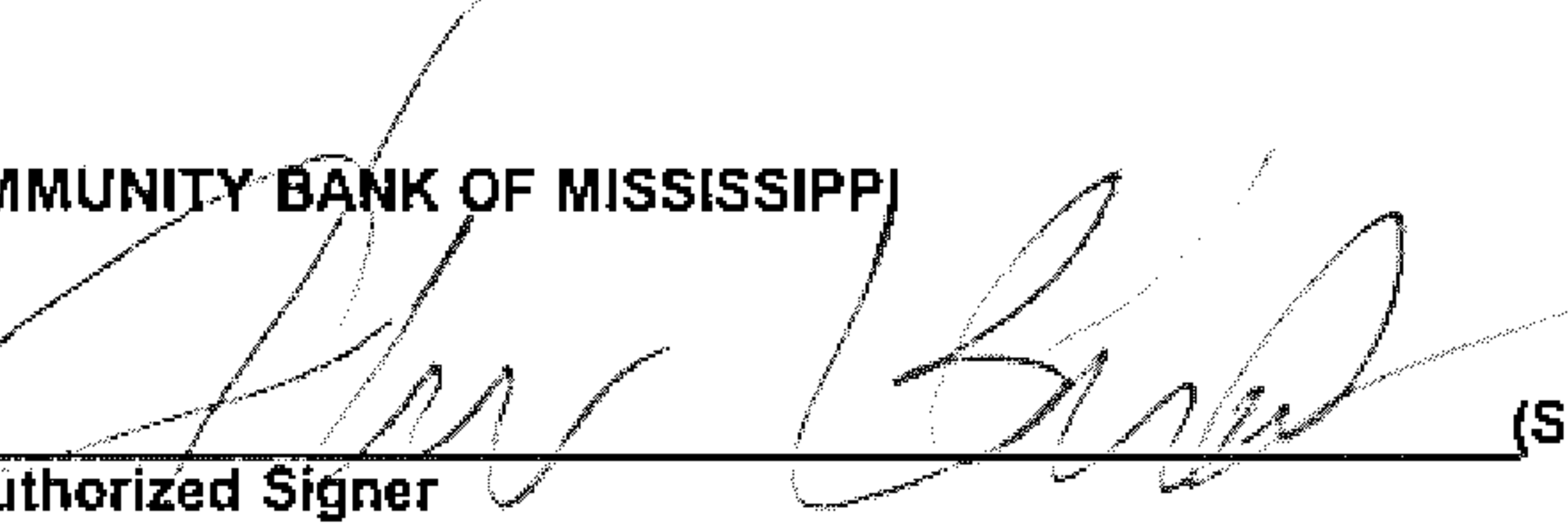
LOVELADY PROPERTIES, LIMITED LIABILITY COMPANY

By:  (Seal)  
Grady Scott Lovelady, Sole Member of Lovelady  
Properties, Limited Liability Company

X  (Seal)  
Grady Scott Lovelady, Individually

LENDER:

COMMUNITY BANK OF MISSISSIPPI

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Joanna Sykes  
Address: 1905 Community Bank Way  
City, State, ZIP: Flowood, MS 39232

# MODIFICATION OF MORTGAGE (Continued)

Loan No: 23238488

Page 3

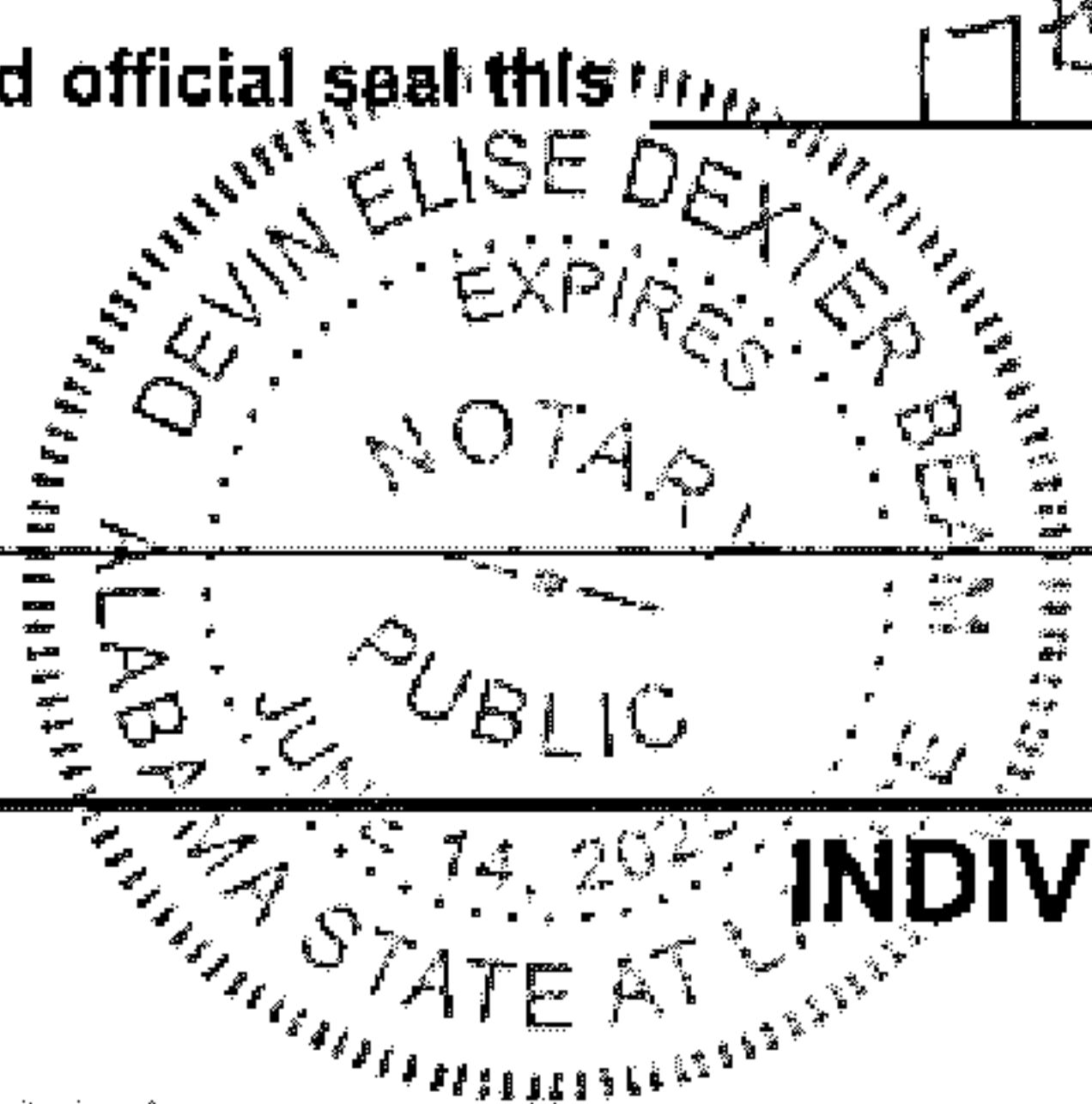
## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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 Grady Scott Lovelady, Sole Member of Lovelady Properties, Limited Liability Company, 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 17<sup>th</sup> day of August, 2023.

My commission expires \_\_\_\_\_



Devin Elise Dexter Beam  
Notary Public

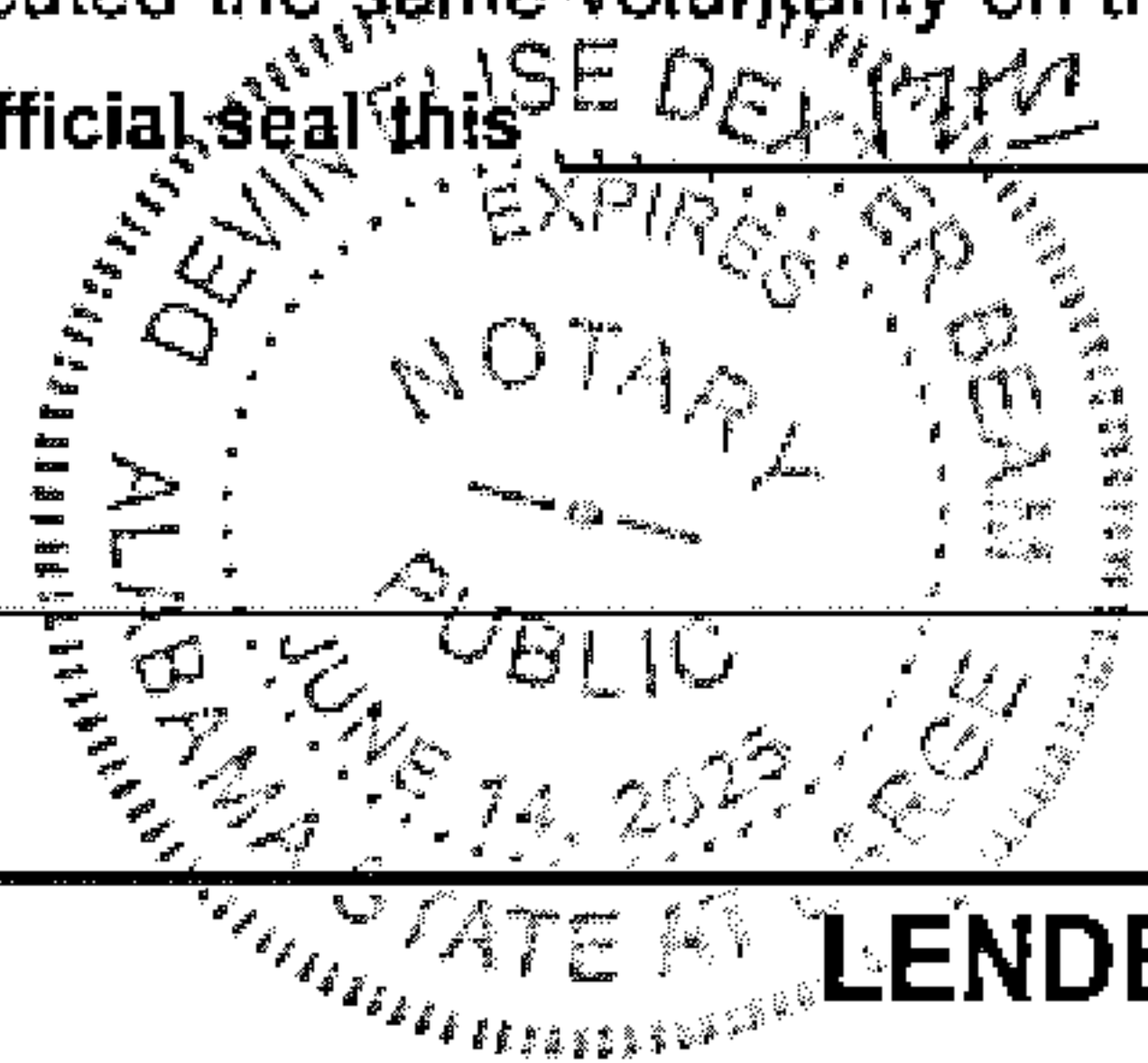
## INDIVIDUAL ACKNOWLEDGMENT

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 Grady Scott Lovelady, whose name 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 said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17<sup>th</sup> day of August, 2023.

My commission expires \_\_\_\_\_



Devin Elise Dexter Beam  
Notary Public

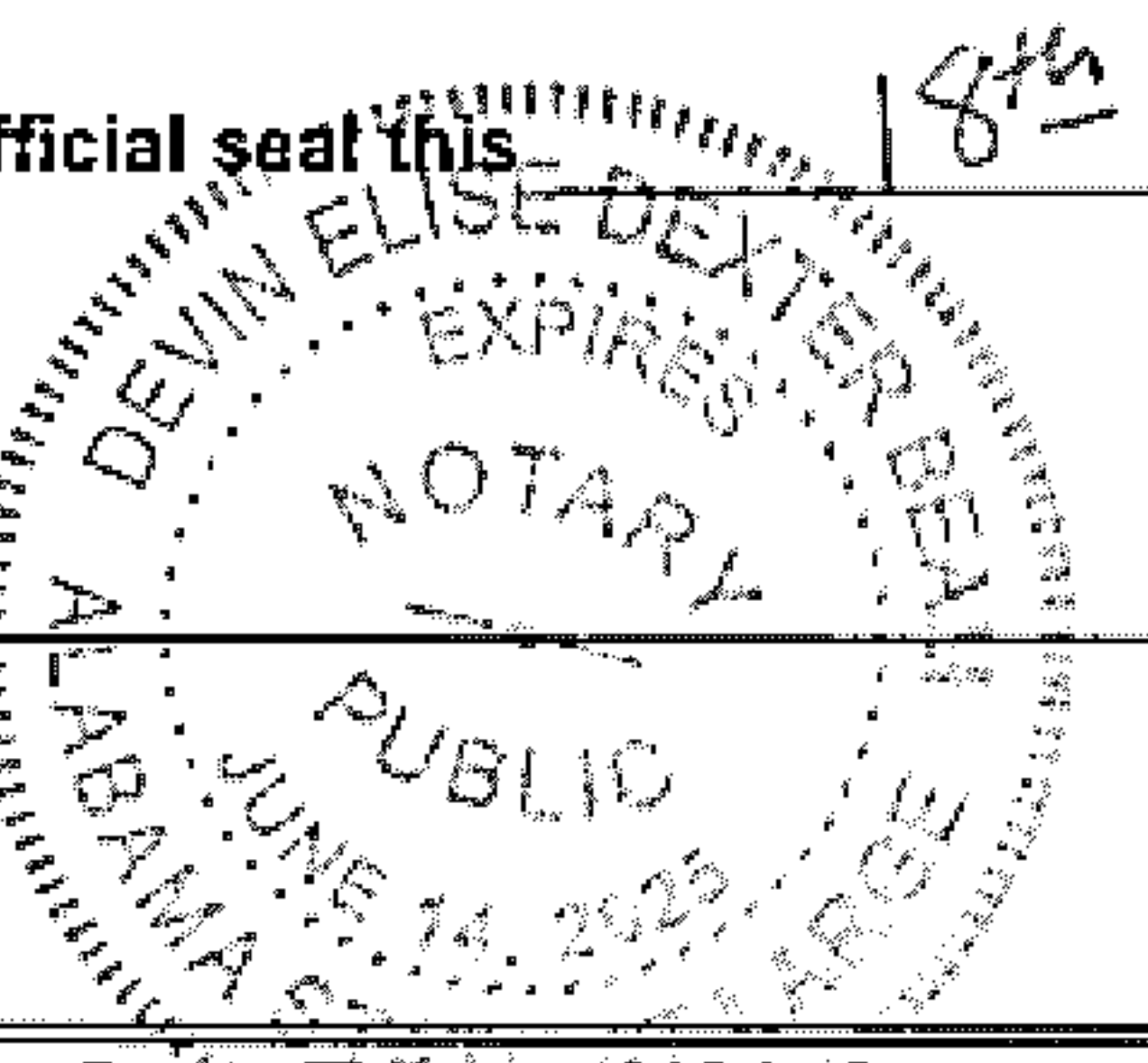
## LENDER ACKNOWLEDGMENT

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 James L. Bearden, whose name as VP of Community Bank of Mississippi 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 Community Bank of Mississippi, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 18<sup>th</sup> day of August, 2023.

My commission expires \_\_\_\_\_



Devin Elise Dexter Beam  
Notary Public

Loan No: 23238488

Attached to and forming part of Modification of Mortgage in the name of Lovelady Properties, Limited Liability Company, an Alabama Limited Liability Company and Grady Scott Lovelady, an unmarried man.

### Exhibit "A"

#### PARCEL 1:

PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 21, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID NW 1/4 OF SE 1/4 AND RUN THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NW 1/4 OF SE 1/4 TO A POINT ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 261 FEET WEST OF POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE WESTERLY LINE OF OF THE SILURIA-MONTEVALLO ROAD FOR POINT OF BEGINNING; THEN CONTINUE EASTERLY ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION TO POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID SILURIA-MONTEVALLO ROAD; THENCE TURN TO THE LEFT AND RUN NORTHERLY ALONG THE WESTERLY LINE OF SILURIA MONTEVALLO ROAD 357 FEET; THENCE TURN TO THE LEFT AND RUN WESTERLY ALONG A COURSE WHICH WOULD INTERSECT AT RIGHT ANGLES WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION, IF EXTENDED THERETO, 261 FEET; THENCE TURN TO THE LEFT AN RUN IN A STRAIGHT LINE TO POINT OF BEGINNING.

#### PARCEL 2:

A parcel of land located in the SW 1/4 of the NE 1/4, the SE 1/4 of the NW 1/4, the NE 1/4 of the SW 1/4, and the NW 1/4 of the SE 1/4, all in Section 8, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Begin at the SE corner of said SW 1/4 of the NE 1/4: thence in a Northerly direction, along the East line of said 1/4 1/4 Section, a distance of 293.23 feet; thence 87 deg. 58 min. 40 sec. left, in a Westerly direction a distance of 2395.06 feet to a point on the Southeasterly right of way line of Shelby County Highway No. 17, said point also being on a curve to the left, said curve having a radius of 676.24 feet and a central angle of 26 deg. 27 min. 23 sec.; thence 75 deg. 01 min. 34 sec. left to tangent of said curve; thence along arc of said curve, in a Southwesterly and then Southeasterly direction, along said right of way line, a distance of 312.25 feet to end of said curve; thence continue in a Southeasterly direction along said right of way line, a distance of 49.15 feet; thence 78 deg. 31 min. 03 sec. left, in an Easterly direction, a distance of 2407.33 feet to a point on the East line of said NW 1/4 of the SW 1/4; thence 92 deg. 01 min. 20 sec. left, in a Northerly direction along said East line, a distance of 64.51 feet to the point of beginning; being situated in Shelby County, Alabama. Subject to a 100 foot Southern Railroad right of way.

LESS AND EXCEPT: A lot or parcel of land in the S 1/2 of the SE 1/4 of the NW 1/4, Section 8, Township 22 South, Range 3 West, Shelby County, Alabama, described more particularly as follows: From the SW corner of said 1/4 1/4 Section, run North along the West 1/4 1/4 line for 289.2 feet; thence run East and parallel to the North 1/4 1/4 line for 248.1 feet to a point on the East right of way line of Shelby County Road No. 17, and the point of beginning of subject parcel of land, from said point thus established, run Southerly along said right of way line for 98.2 feet to a point on the Northerly margin of a field road; thence deflect an angle to the left of 101 deg. 57 min. and run Easterly along said road margin for 316 feet to a point in the center of a creek; run thence Northeasterly along said center of said creek for 131 feet; thence run West and parallel to the North 1/4 1/4 line for 382.6 feet to a point on said right of way line; run thence Southerly along said road right of way for 60 feet and back to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT: Commence at the SW corner of S 1/2 of SE 1/4 of NW 1/4 of Section 8, Township 22 South, Range 3 West; thence North 289.2 feet; thence East 248.1 feet to the East right of way of a county road; thence right 99 deg. 16 min. 01 sec. and run 98.2 feet to the point of beginning; thence left 101 deg. 57 min., and run Northeasterly 316.0 feet to the center of a creek; thence run Southwesterly along the center of said creek, 100 feet more or less; thence run Southwesterly and parallel above described North property line, 225.0 feet, more or less; thence run Northeasterly 100.0



Loan No: 23238488

Attached to and forming part of Modification of Mortgage in the name of Lovelady Properties, Limited Liability Company, an Alabama Limited Liability Company and Grady Scott Lovelady, an unmarried man.

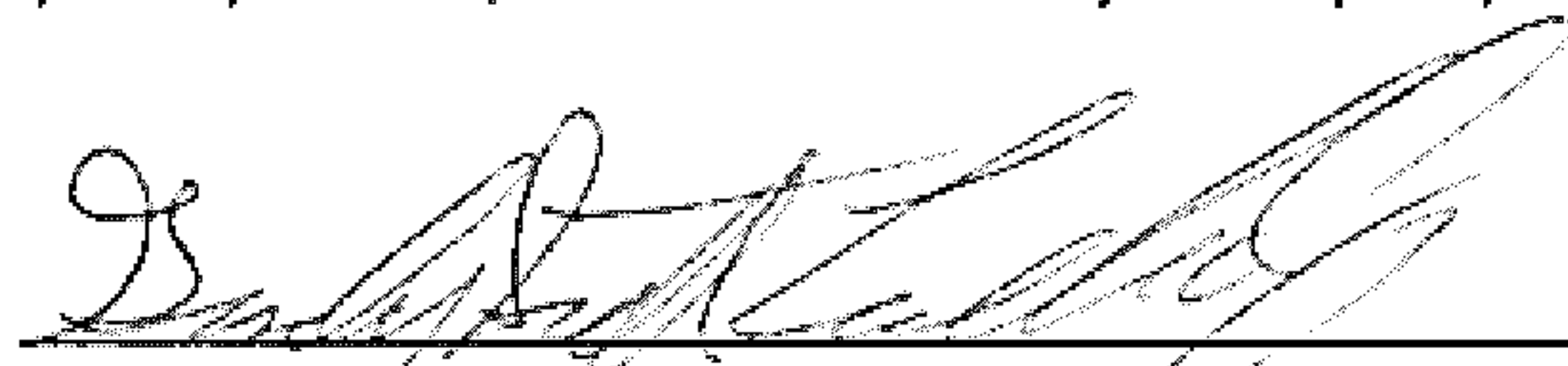
Exhibit "A"

feet to the point of beginning; being situated in Shelby County, Alabama.

ALSO LESS AND EXCEPT: Commence at the rebar in place (A. Whitley PLS) being the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 8, Township 22 South, Range 3 West, Shelby County, Alabama; thence proceed North 00 degrees 11 minutes 40 seconds East along the West boundary of said quarter-quarter section for a distance of 43.98 feet; thence proceed South 89 degrees 48 minutes 20 seconds East for a distance of 223.0 feet to a point on the Easterly right-of-way of Shelby County Highway No. 17, said point being the point of beginning. From this beginning point proceed South 88 degrees 29 minutes 32 seconds East a distance of 258.36 feet to the Westerly bank of a branch; thence proceed Southwesterly along the meandering bank of said branch for a chord bearing and distance of South 25 degrees 58 minutes 53 seconds East, 272.67 feet; thence proceed South 68 degrees 58 minutes 25 seconds West along an existing fence for a distance of 193.43 feet; thence proceed South 80 degrees 54 minutes 21 seconds West along an existing fence for a distance of 19.88 feet; thence proceed North 83 degrees 40 minutes 12 seconds West along an existing fence for a distance of 132.48 feet to a point on the Easterly right-of-way of said highway; thence proceed Northwesterly along the curvature of a concave curve right having a delta angle of 00 degrees 32 minutes 49 seconds and a radius of 2824.51 feet for a chord bearing and distance of North 08 degrees 24 minutes 24 seconds West, 26.96 feet to a 4 inch by 4 inch concrete monument in place being the point of tangent of said curve; thence proceed North 09 degrees 12 minutes 05 seconds West along the Easterly right-of-way of said road for a distance of 164.53 feet to a half inch rebar in place; thence proceed North 09 degrees 12 minutes 05 seconds West along the Easterly right-of-way of said road for a distance of 49.15 feet to a 4 inch by 4 inch concrete right-of-way monument being the point of curve of a concave curve right having a delta angle of 06 degrees 47 minutes 55 seconds and a radius of 612.75 feet; thence proceed Northwesterly along the Easterly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North 06 degrees 07 minutes 18 seconds West, 72.66 feet to the point of beginning.

Signed for Identification:

Lovelady Properties, Limited Liability Company

  
By: Grady Scott Lovelady, Sole Member

8-17-2023  
Date



By: Grady Scott Lovelady

8-17-2023  
Date



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/21/2023 01:25:19 PM  
\$34.00 JOANN  
20230821000251000

Page 2 of 2

*Allen S. Bayl*