

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
201 Milan Parkway
Birmingham, AL 35211



20200121000027500 1/3 \$125.50
Shelby Cnty Judge of Probate, AL
01/21/2020 02:07:59 PM FILED/CERT

When Recorded Return to:

Indecomm Global Services
As Recording Agent Only
1260 Energy Lane
St. Paul, MN 55108



REGIONS

MODIFICATION OF MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

2019122706035



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Notice: The original principal amount available under the Note (as defined below), which was \$110,000.00 (on which any required taxes already have been paid), now is increased by an additional \$65,000.00.

THIS MODIFICATION OF MORTGAGE dated December 23, 2019, is made and executed between ELIZABETH S MESSER, whose address is 2360 LAKESIDE DR, BIRMINGHAM, AL 35244, unmarried; ANNA R MESSER, whose address is 2360 LAKESIDE DR, BIRMINGHAM, AL 35244; unmarried (referred to below as "Grantor") and Regions Bank, whose address is 2653 Valleydale Road, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 4, 2019 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 10/21/2019 IN THE OFFICE OF JUDGE OF PROBATE IN SHELBY COUNTY, AL, Instrument#20191021000387410.

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

The following described real estate situated in Shelby County, Alabama, to-wit: LOT 34, ACCORDING TO THE SURVEY OF VALDAWOOD, AS RECORDED IN MAP BOOK 8, PAGE 6, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO: 1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2011 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2012. 2. EASEMENT(S) AND BUILDING LINES AS SHOWN ON RECORDED MAP(S), INCLUDING BUT NOT LIMITED TO ANY NOTES, CONDITIONS AND RESTRICTIONS 3. RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENT(S) RECORDED IN DEED BOOK 326, PAGE 124 AND DEED BOOK 326, PAGE 122. 4. TITLE TO ALL MINERAL WITHIN AND UNDERLYING THE PROPERTY, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES, IMMUNITIES AND RELEASE OF DAMAGES RELATING THERETO, AS RECORDED IN DEED BOOK 11, PAGE 625 AND ANY DAMAGES RELATING TO THE EXERCISE OF SUCH RIGHTS OR THE EXERCISE OF SUCH RIGHTS OR THE EXTRACTION OF SUCH MINERALS. 5. RESTRICTIONS APPEARING OF RECORD IN MISC. BOOK 35, PAGE 186. 6. TRANSMISSION LINE PERMITS TO ALABAMA POWER COMPANY AS RECORDED IN DEED BOOK 146, PAGE 388 AND DEED BOOK 133, PAGES 243 AND 320. Being previously conveyed by Warranty Deed from EDWIN L. PRESTON AND GRACE M. PRESTON, HUSBAND AND WIFE to LEONARD R. MESSER AND ELIZABETH S. MESSER, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP dated 08/13/2012, and recorded on 08/27/2012 at document reference 20120827000320150 in Shelby County, Alabama

The Real Property or its address is commonly known as 2360 LAKESIDE DR, BIRMINGHAM, AL 35244.

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

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$110,000.00 to \$175,000.00.

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.

SUBORDINATION, PARTIAL RELEASE AND OTHER MODIFICATION REQUESTS. From time to time, Grantor or Borrower may request that we subordinate the lien of this Mortgage to another lien, release part of the Property from the lien of this Mortgage, or agree to some other modification of this Mortgage or the Credit Agreement or any Related Document. We are not obligated to agree to any such request. We may, in our sole discretion, impose conditions on our agreement to any such request. Such conditions may include, without limitation, imposing a fee or increasing the interest rate under the Credit Agreement, or both.

MODIFICATION OF MORTGAGE
(Continued)

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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 23, 2019.

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:

X Elizabeth S Messer (Seal)
ELIZABETH S MESSER

X Anna R Messer (Seal)
ANNA R MESSER

LENDER:

REGIONS BANK

X Adam Brush (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Alexandria Coleman
Address: 2050 Parkway Office Circle
City, State, ZIP: Hoover, AL 35244

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ELIZABETH S MESSER, 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 23rd day of Dec., 20 19.

My commission expires 11/07/2022

Notary Public

Adam Brush

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ANNA R MESSER, 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 23rd day of Dec., 20 19.

My commission expires 11/07/2022

Notary Public

Adam Brush



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MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF AL)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Adam Brush
whose name as Adam Brush of Regions Bank 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 Adam Brush of Regions Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 23rd day of Dec., 2019.

My commission expires 2/12/2023

Jarrod Brewer
Notary Public
Jarrod Brewer

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