

WHEN RECORDED MAIL TO:

Regions Bank
2964 Pelham Parkway
Pelham, AL 35124

Inst # 1998-23685

06/25/1998-23685
12:12 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
DUE FEE 101.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 16, 1998, BETWEEN Zelda Investments, LLC (referred to below as "Grantor"), whose address is P. O. Box 380275, Birmingham, AL 35238; and Regions Bank (referred to below as "Lender"), whose address is 2964 Pelham Parkway, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 20, 1998 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

recorded as Inst. #1998-02836 on January 28, 1998 at 8:56 A.M. in the Probate Office of Shelby County, Alabama.

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

Lot 9-B-2B-1, according to a Resurvey of Lot 9-B-2B, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 23 Page 11 in the Probate Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

The Real Property or its address is commonly known as 1300 Corporate Drive, Birmingham, AL 35242.

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

principal balance increase from \$600,00.00 to \$660,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Zelda Investments, LLC

By:  (SEAL)

Lindsay J. Allison, Member

By:  (SEAL)

Julia C. Kimbrough, Member

By:  (SEAL)

James W. Fuhrmeister, Member

LENDER:

Regions Bank

By:  (SEAL)
Authorized Officer

By:  (SEAL)

W. Berry Alvis, Member

By:  (SEAL)

Wm. Randall May, Member

This Modification of Mortgage prepared by:

Name: Louise Holland
Address: P.O. Box 216
City, State, ZIP: Pelham, Alabama 35124

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)

COUNTY OF Shelby) ss

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lindsey J. Allison, Member of Zelds Investments, LLC; W. Barry Ahls, Member of Zelds Investments, LLC; Julia C. Kimbrough, Member of Zelds Investments, LLC; Wm. Randall May, Member of Zelds Investments, LLC; and James W. Fuhrmeister, Member of Zelds Investments, 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 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 16th day of June 1998

My commission expires _____
MY COMMISSION EXPIRES OCT. 20, 1999

James R. Slw
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____

Given under my hand and official seal this _____ day of _____, 19 _____

My commission expires _____

Notary Public

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