

WHEN RECORDED MAIL TO:

Regions Bank
2884 Pelham Parkway
Pelham, AL 35124

Inst # 1999-30593

7/22/1999-30593

7:47 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

04.00

003 PWS

SPACE ABOVE THIS LINE IS FOR RECORDED INSTRUMENT ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 19, 1999, BETWEEN DAVID KELLIS, A MARRIED MAN, (referred to below as "Grantor"), whose address is 3183 LEE ST, PELHAM, AL 35124-1903; and Regions Bank (referred to below as "Lender"), whose address is 2884 Pelham Parkway, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated March 4, 1998 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

RECORDED ON MARCH 19, 1998 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT #1998-09811

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

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 3183 LEE ST, PELHAM, AL 35124-1903. The Real Property tax identification number is 58-13-6-23-1-001-010.

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

PRINCIPAL INCREASE OF \$46,977.94. ORIGINAL MORTGAGE \$70,400. NEW MORTGAGE \$117,399.94..

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 endorers 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.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

X  (SEAL)
DAVID KELLIS

LENDER:

Regions Bank

By: 
Authorized Officer

This Modification of Mortgage prepared by:

Name: CATHY WEAKLEY
Address: 2884 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

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 DAVID KELLIS, 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 19th day of July, 19 99

Catherine L. Wakley
Notary Public

MY COMMISSION EXPIRES OCTOBER 24, 2001

My commission expires _____

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 Joe McEnerney, Vice President
Given under my hand and official seal this 19th day of July, 19 99

Catherine L. Wakley
Notary Public

MY COMMISSION EXPIRES OCTOBER 24, 2001

My commission expires _____

EXHIBIT "A"

The land referred to in this Commitment is located in the County of Shelby, State of Alabama, and described as follows:

Commence at the northeast corner of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama and run West along the North boundary line of said Section 23, a distance of 258.56 feet, more or less, to a point on the West right of way line of the Atlantic Coast Line Railroad; thence turn an angle of 117 degrees 20 minutes to the left and run a distance of 335 feet to a point, which point is the point of beginning of the land herein described. From said point of beginning turn an angle of 90 degrees to the right and run thence a distance of 151 feet to a point on the East side of the Old Montgomery Highway; thence turn an angle of 80 degrees and 41 minutes to the left and run a distance of 99.55 feet, thence turn an angle of 99 degrees and 19 minutes to the left and run a distance of 167.18 feet, more or less, to the West right of way line of the said Atlantic Coast Line Railroad; thence turn an angle of 90 degrees to the left and run in a Northwesterly direction along said west right of way line of said railroad a distance of 98.20 feet, more or less, to the said point of beginning and being a part of the Northeast Quarter of the Northeast Quarter of Section 23, Township 20 South, Range 3 West, situated in Shelby County, Alabama.

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**SHELBY COUNTY JUDGE OF PROBATE
003 HNS 84.00**