

RECORDATION REQUESTED BY:

REGIONS BANK
LEEDS
8049 PARKWAY DR
LEEDS, AL 35094

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
PO Box 12926
Birmingham, AL 35202



20140404000097400 1/3 \$695.00
Shelby Cnty Judge of Probate, AL
04/04/2014 10:24:15 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

REGIONS
20133091408110
MODIFICATION OF MORTGAGE



DOC48004001003250400600023897320000000

A2014032401111

THIS MODIFICATION OF MORTGAGE dated March 21, 2014, is made and executed between **DIVERSIFIED PROPERTIES,LLC**, A Alabama Limited Liability Company (referred to below as "Grantor") and **REGIONS BANK**, whose address is 8049 PARKWAY DR, LEEDS, AL 35094 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 7, 2011 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

In regard to that certain promissory note dated 01/07/2011, in the original principal sum of \$210,000.00 (the Original Note), and to secure the payment of the Original Note, Grantor made, executed and delivered that certain Deed of Trust or Mortgage of even date therewith and in the same principal sum as the Original Note, which deed of trust or mortgage is recorded in Instrument number 20110127000028850, of the public records of SHELBY County, AL.

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 2827 GREYSTONE COMMERCIAL BLVD, BIRMINGHAM, AL 35242.

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

Principal Increase: Whereas the Note has a present principal balance of \$210,000.00, and the Borrower is the obligor under the Note and the Grantor is the grantor under the Deed of Trust or Mortgage, and Regions Bank is the owner and the holder of the Note and Deed of Trust or Mortgage; and whereas the Borrower and the Grantor have requested an additional advance of \$240,000.00. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$450000.00. Extended Maturity date ~~03/21/2014~~ 03/21/2015

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 21, 2014.

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:

DIVERSIFIED PROPERTIES,LLC

By: *Andrew D Olvey* (Seal)
ANDREW D OLVEY, Member of DIVERSIFIED PROPERTIES,LLC

LENDER:

REGIONS BANK

X *Billy Schaffer* (Seal)
Authorized Signer

Billy Schaffer

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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 00325040060002389732

This Modification of Mortgage prepared by:

Name: TONI N SMITH
Address: 8049 PARKWAY DR
City, State, ZIP: LEEDS, AL 35094

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 **ANDREW D OLVEY, Member of DIVERSIFIED PROPERTIES,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 21st day of MARCH, 2014.

Dana M Webb
Notary Public
Dana M. Webb

MY COMMISSION EXPIRES MAY 2, 2015

My commission expires _____

2014032401411

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 Billy Schaffer whose name as Vice President 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 Vice President of **REGIONS BANK**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 21st day of MARCH, 2014.

Dana M Webb
Notary Public
Dana M. Webb

MY COMMISSION EXPIRES MAY 2, 2015

My commission expires _____




20140404000097400 2/3 \$695.00
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EXHIBIT "A"

Lot 3-A, according to the Survey of Lots 1 thru 7, Greystone Highlands Subdivision as recorded in Map Book 20, Page 25A & 25B, in the probate Office of Shelby County, Alabama

2827 Greystone Commercial Blvd Birmingham, Al 35242


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