

RECORDATION REQUESTED BY:  
REGIONS BANK  
MORGAN RD GREENMOR DR  
1290 GREENMOR DR SE  
BESSEMER, AL 35022

WHEN RECORDED MAIL TO:  
Regions Bank  
Collateral Management  
PO Box 12926  
Birmingham, AL 35202

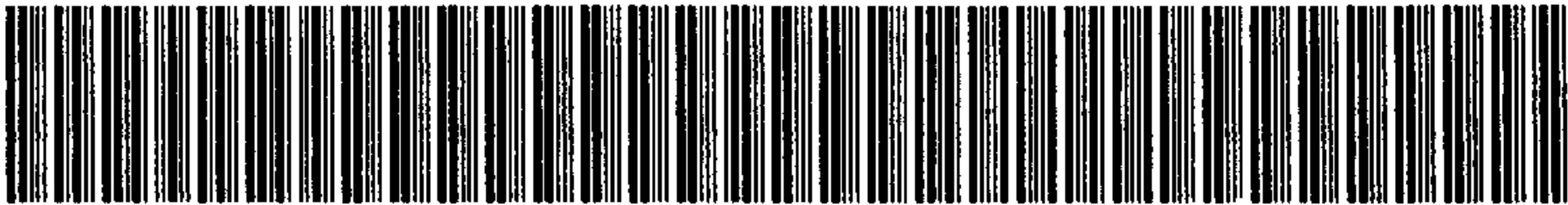
20140418000114160 1/3 \$245.00  
Shelby Cnty Judge of Probate, AL  
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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



20140640918050

MODIFICATION OF MORTGAGE



\*DOC48004014010000000070000566560000000\*

THIS MODIFICATION OF MORTGAGE dated April 1, 2014, is made and executed between MARTIN G MALIZIO; KAY M MALIZIO, Husband and Wife (referred to below as "Grantor") and REGIONS BANK, whose address is 1290 GREENMOR DR SE, BESSEMER, AL 35022 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 8, 2011 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

In regard to that certain promissory note dated 04-08-2011, in the original principal sum of \$100,000.00 (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 Book or Instrument number 20110427000127370, at Page (if applicable) 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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Real Property or its address is commonly known as 117 HICKS DRIVE, HELENA, AL 35080.

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

Principal Increase: Whereas the Note has a present principal balance of \$100,000.00, 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 \$150,000.00. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$250000.00.

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 endorser 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 APRIL 1, 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:

x Martin G Malizio (Seal)  
MARTIN G MALIZIO

x Kay M Malizio (Seal)  
KAY M MALIZIO

LENDER:

REGIONS BANK  
x Mary Alice Boyd (Seal)  
Authorized Signer  
MARY ALICE BOYD

This Modification of Mortgage prepared by:

Name: LYNNE KENNEDY  
Address: 1290 GREENMOR DR SE  
City, State, ZIP: BESSEMER, AL 35022

AZ014040301146

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 )  
COUNTY OF Jefferson ) SS  
 )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MARTIN G MALIZIO** and **KAY M MALIZIO**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of April, 20 14.

Dana M Webb  
Notary Public

My commission expires MY COMMISSION EXPIRES MAY 2, 2016

## LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 )  
COUNTY OF Jefferson ) SS  
 )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mary Alice Boyd 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 1st day of April, 20 14.

Dana Webb  
Notary Public

My commission expires MY COMMISSION EXPIRES MAY 2, 2015

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# EXHIBIT

66 A 99

Commence at the Northeast corner of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 26, Township 20 South, Range 4 West Shelby County, Alabama; thence run South 00 degrees, 32 minutes, 09 seconds West along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 536.19 feet to the point of beginning of the property herein described; thence South 00 degrees, 07 minutes, 07 seconds West along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 543.60 feet to a point; thence run South 00 degrees, 19 minutes, 34 seconds West along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 252.69 feet to the Southeast corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section; thence run South 89 degrees, 39 minutes, 47 seconds West along the South line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for distance of 334.06 feet to a point; thence run North 00 degrees, 11 minutes, 51 seconds East for a distance of 252.45 feet to a point; thence run South 89 degrees, 37 minutes, 18 seconds West for a distance of 334.35 feet to a point; thence run North 00 degrees, 17 minutes, 43 seconds East for a distance of 1079.91 feet to the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section; thence run North 89 degrees, 17 minutes, 49 seconds East along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 335.05 feet to a point; thence run South 00 degrees, 31 minutes, 35 seconds West for a distance of 538.51 feet to a point; thence run North 89 degrees, 34 minutes, 25 seconds East for a distance of 334.46 feet to the point of beginning.

**SUBJECT TO A 20 FOOT EASEMENT** for the purpose of ingress and egress, the centerline which is described as follows: Commence at the Northeast corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama, and run South 00 degrees, 32 minutes, 09 seconds West along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  a distance of 536.19 feet to a steel rebar corner; thence run South 89 degrees, 34 minutes, 25 seconds West a distance of 320.02 feet to a point in the centerline of an existing dirt driveway and the point of beginning of the centerline of the easement being described; thence run South 00 degrees, 34 minutes, 18 seconds West 159.76 feet to a point in the centerline of said driveway; thence run South 00 degrees, 43 minutes, 18 seconds West a distance of 217.95 feet to a point in the centerline of said driveway; thence run South 01 degrees, 42 minutes, 13 seconds East a distance of 156.74 feet to a point in the centerline of said driveway; thence run South 02 degrees, 31 minutes, 53 seconds West a distance of 117.15 feet to a point in the centerline of said driveway; thence run South 02 degrees, 43 minutes, 35 seconds East a distance of 100.35 feet to a point in the centerline of said driveway; thence run South 30 degrees, 19 minutes, 13 seconds West a distance of 32.58 feet to point of ending of said easement.

Situated in Shelby County, Alabama.



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