

20150213000048000 1/2 \$17.00  
Shelby Cnty Judge of Probate, AL  
02/13/2015 02:54:09 PM FILED/CERT

MORTGAGE MODIFICATION

Mortgagor :

DAL Properties, LLC  
An Alabama Limited Liability Company  
354 Strathaven Dr  
Pelham, AL 35124

Mortgage (as recorded):

Shelby  
County of Record  
20141223000403640  
Recording information  
December 23, 2014  
Date of Record

State of Alabama  
County of Jefferson

KNOW ALL BY THESE PRESENTS: That

Whereas, Mortgagor Has heretofore executed the Mortgage and Security Agreement referenced above in favor of Alamerica Bank "Mortgagee") to secure indebtedness owed by Mortgagor or another to Mortgagee; and

Whereas, Mortgagor desires to amend the Mortgage upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortgage remain unchanged and continue in full force and effect.

NOW, THEREFORE, in consideration of these presents, Mortgagor and Mortgagee agree that the Mortgage is hereby amended as follows { check applicable item(s)}:

Increase in Principal Sum of Secured Indebtedness. The principal sum of indebtedness identified in the Mortgage is hereby increased to the amount set forth in subpart C below:

- A. Principal Sum of Indebtedness, as Recorded:
- B. Increase in Principal Sum of Indebtedness:
- C. Principal Sum of Indebtedness, as Amended:

The amount set forth in subpart C above shall not be construed to restrict or limit the scope of the Mortgage as it applies to the indebtedness identified therein as secured.

\_X\_ Additional Parcel of Real Property as Additional Security. As additional security for the indebtedness secured by the Mortgage, Mortgagor grants, bargains, sells and conveys unto Mortgagee the following described parcel of real property and subjects the same to the demise of the Mortgage:

Lot 1694, according to the Survey of Strathaven at Ballantrae Phase 5, as recorded in Map Book 44, Page 12, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

\_\_\_\_ Other:

IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Mortgage, except as specifically set out herein, nor affect or impair rights, powers or remedies of Mortgagee under the Mortgage.

IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s), or caused the Modification to Mortgage to be executed by its or their duly authorized officer or representative, this 28<sup>th</sup> day of January, 2015.



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DAL Properties, LLC

By: Peter Kanakis  
Peter Kanakis, Authorized Signer

1/28/15  
Date

#### CERTIFICATE

State of Alabama  
County of Jefferson

In compliance with Ala. Code 40-22-2 (1975), the owner of this Mortgage hereby certifies that the amount of the indebtedness presently incurred is \$500,000.00 upon which the mortgage tax is paid herewith, and owner agrees that no additional or subsequent advances will be made under this Mortgage unless the Mortgage tax on such advances is paid in to the appropriate Judge of Probate Office no late than each September hereafter or a document evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgagor: DAL Properties, LLC  
Date, Time and Volume and Page  
Of recording as shown hereon.

\_\_\_\_\_  
\_\_\_\_\_

#### Acknowledgement

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County and State hereby certify that, Peter Kanakis whose name as Authorized Signer for DAL Properties, LLC, an Alabama Limited Liability Company is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he as such member and with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

GIVEN under my hand and seal this 22<sup>nd</sup> day of January, 2015.

Heather Jane Mcghee  
Notary Public  
My commission expires: 7/31/17