

20150731000263970
07/31/2015 02:14:17 PM
MORT 1/3

THIS INSTRUMENT PREPARED BY:
First Partners Bank - Wendy M Fields
905 Montgomery Hwy
Suite 101
Birmingham, AL 35216

AFTER RECORDING RETURN TO:
First Partners Bank
Wendy M Fields
905 Montgomery Hwy
Suite 101
Birmingham, AL 35216

(Space Above This Line For Recording Data)

LOAN NUMBER: 8000307
NMLS COMPANY IDENTIFIER: 464064
NMLS ORIGINATOR IDENTIFIER: 435295

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 23rd day of July, 2015, between Zack Kellis, and Brandi M Kellis, husband and wife, whose address is P O Box 1375, Columbiana, Alabama 35051 ("Mortgagor"), and First Partners Bank whose address is 2121 Highland Avenue, Birmingham, Alabama 35205 ("Lender").

First Partners Bank and Mortgagor entered into a Mortgage dated April 9, 2012 and Shelby County Judge of Probate, records of County of Shelby, State of Alabama ("Mortgage"). The Mortgage covers the following described real property:

Address: 350 Fadora Drive, Wilsonville, Alabama 35186

Legal Description: Lot 4, according to the Map or Plat of Fedora II, as recorded in Map Book 40, Page 29, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- Increase Mortgage amount from \$100,000 to \$150,000. Maturity Date remains the same - April 23, 2022. Filed originally with Shelby County, recorded 4/25/2012 Instrument #20120425000143100..

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.



If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given voluntarily, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Zeck/Kellis 7-24-15
Zeck/Kellis Date

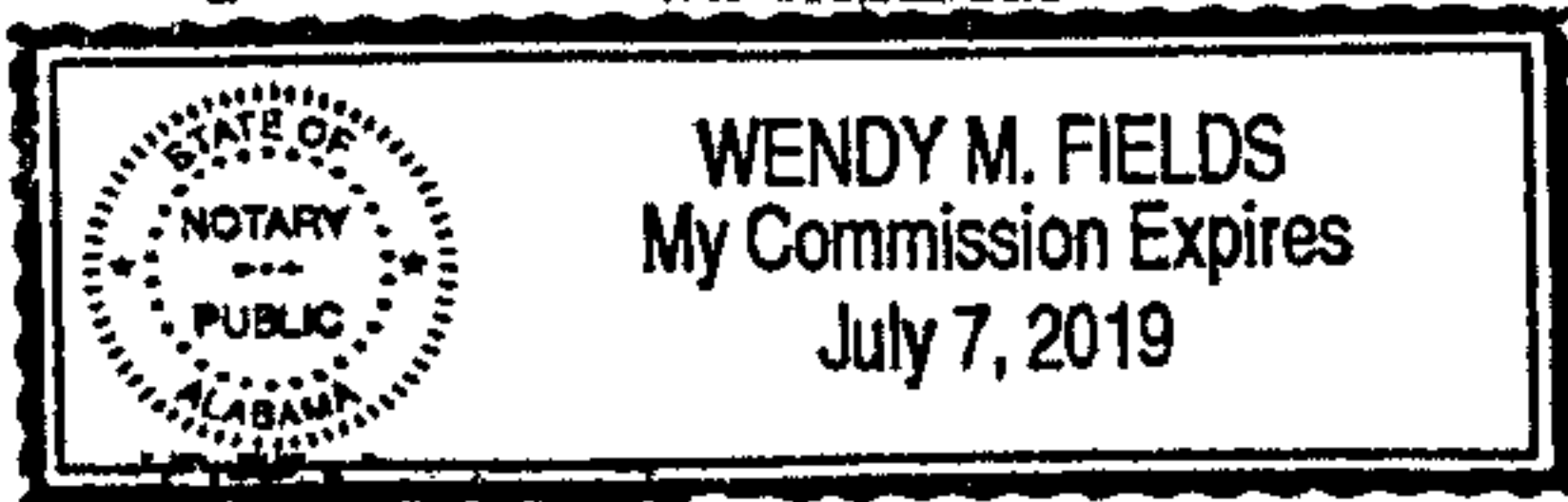
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Wendy M Fields

Notary Public, do hereby certify that Zeck Kellis, and Brandi M Kellis, husband and wife, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this

My commission expires:

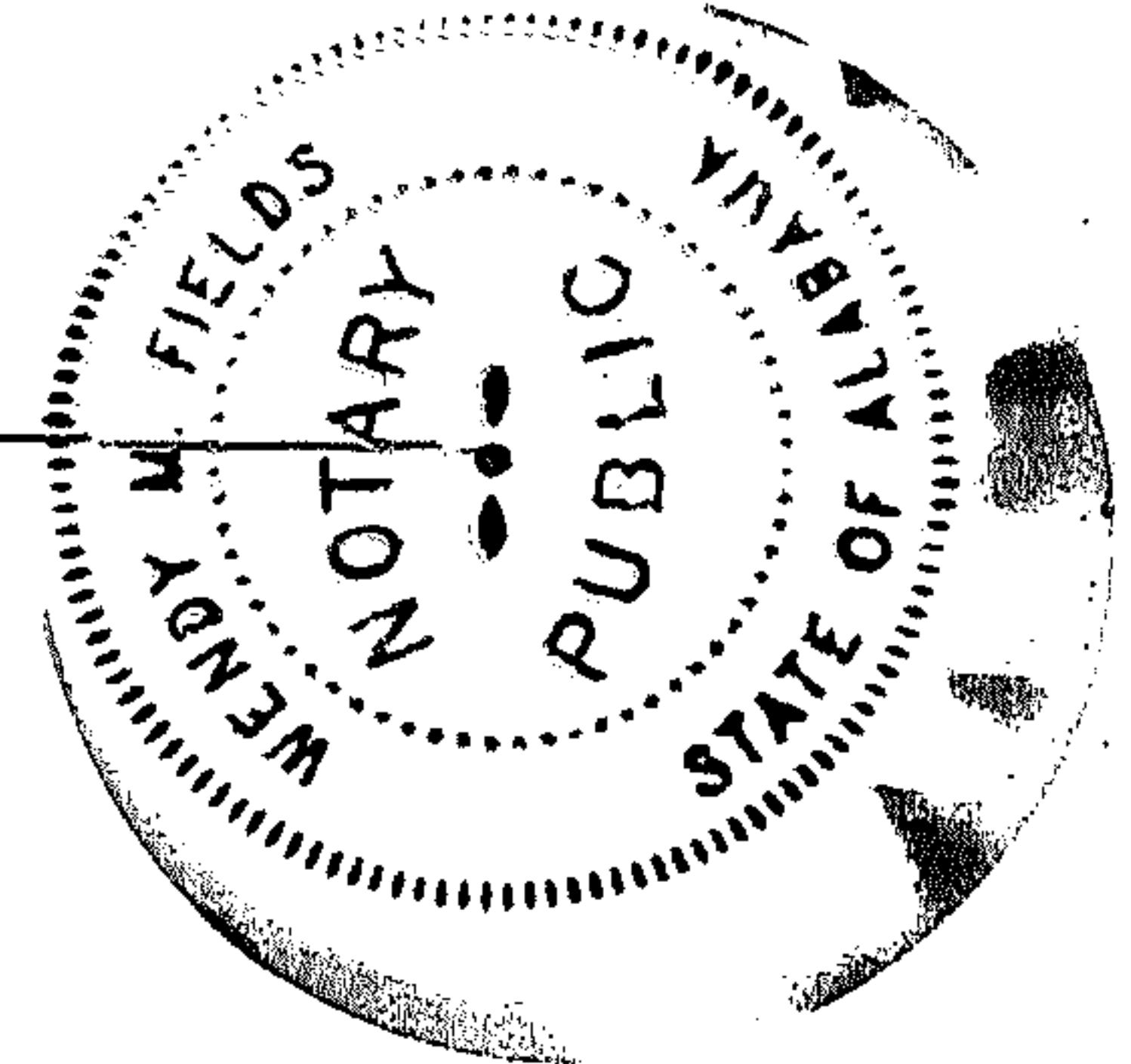


Wendy M. Fields

Identification Number

Lender: First Partners Bank

[Signature] 7-28-15
By: Adam Pierce Date
First Partners Manager



BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Jefferson)

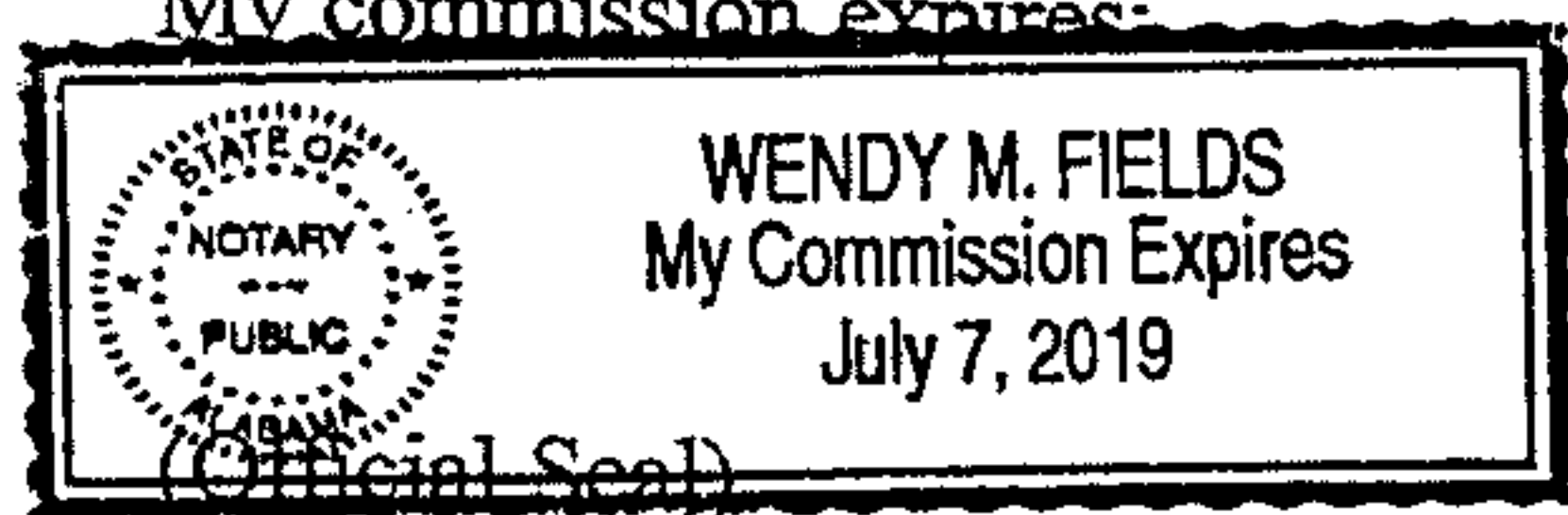
I, Wendy M. Fields)

Notary Public

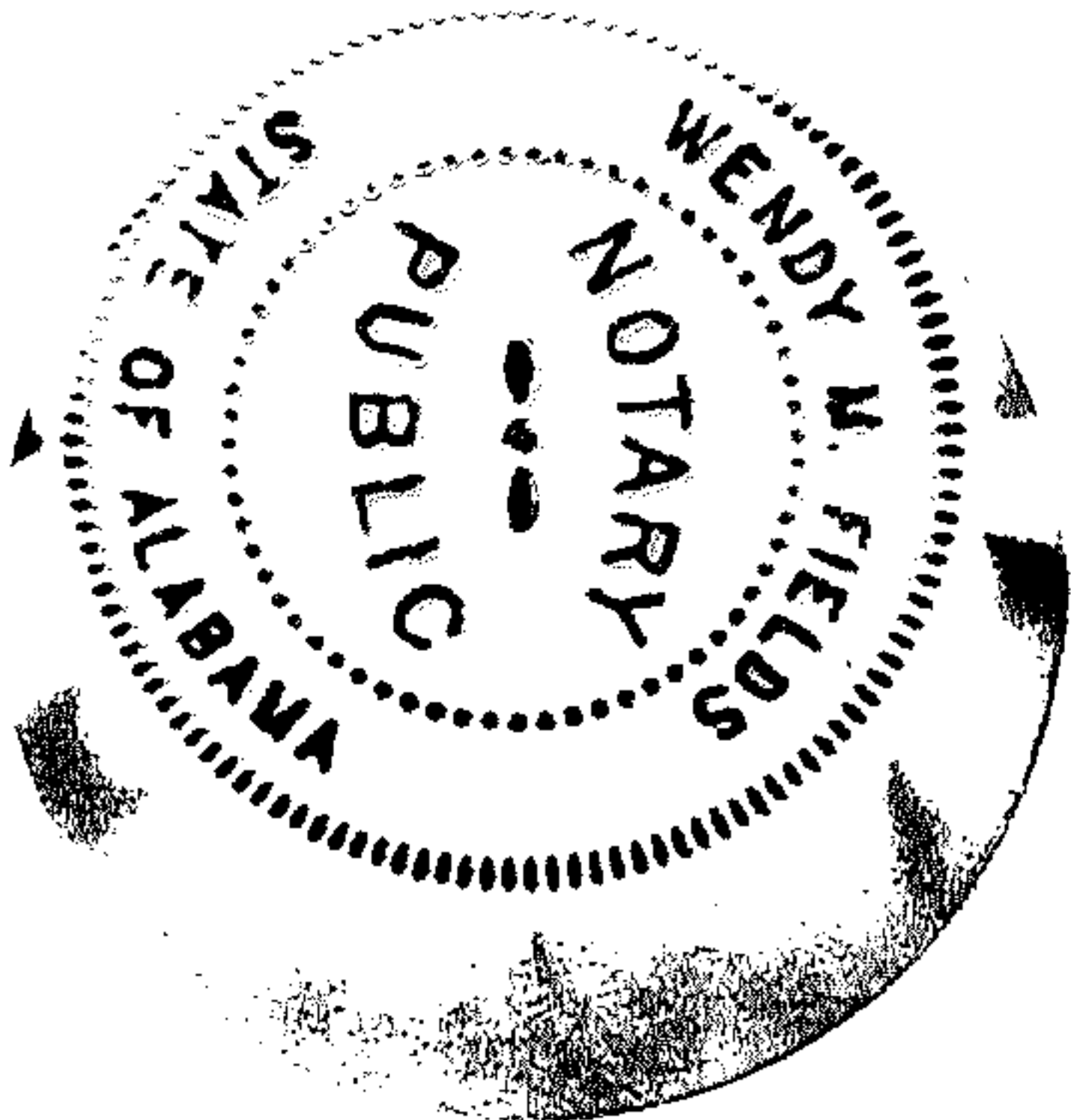
in and for said County and in said State, hereby certify that Adam Pierce, Branch Manager of First Partners Bank, a(n) United States of America National Bank, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said National Bank.

Given under my hand this the

My commission expires:



Wendy M. Fields



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/31/2015 02:14:17 PM
\$95.00 CHERRY
20150731000263970

[Signature]

