

N2016022937601

RECORDATION REQUESTED BY:
REGIONS BANK
PELHAM 2964 PELHAM PKWY
2964 PELHAM PARKWAY
PELHAM, AL 35124

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

When Recorded Return to:
Indecomm Global Services
As Recording Agent Only
1260 Energy Lane
St. Paul, MN 55108



MODIFICATION OF MORTGAGE

20160361333030



DOC48004001434045673100025836640000000

THIS MODIFICATION OF MORTGAGE dated February 25, 2016, is made and executed between DAVID KELLIS, A/K/A DAVID B KELLIS A Married Man (referred to below as "Grantor") and REGIONS BANK, whose address is 2964 PELHAM PARKWAY, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 24, 2016 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

In regard to that certain Promissory Note dated 12-4-2015, in the original principal sum of \$285,065.00, 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 20151208000419630 of the public records of SHELBY County, AL.

Maturity 06-25-2021

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:
SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as LOT 2 PELHAM RETAIL GROUP, PELHAM, AL 35124.

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

Principal Increase: Whereas the Note has a present principal balance of \$279,222.35, 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 \$64,777.65. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$344,000.00.

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 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 FEBRUARY 25, 2016.

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  (Seal)
DAVID B KELLIS

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer


20160325000096870 1/3 \$536.00
Shelby Cnty Judge of Probate, AL
03/25/2016 11:36:03 AM FILED/CERT

This Modification of Mortgage prepared by:

Name: DUKE CARR, PARALENDER
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

L

M2016022937601

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 43404567310002583664

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

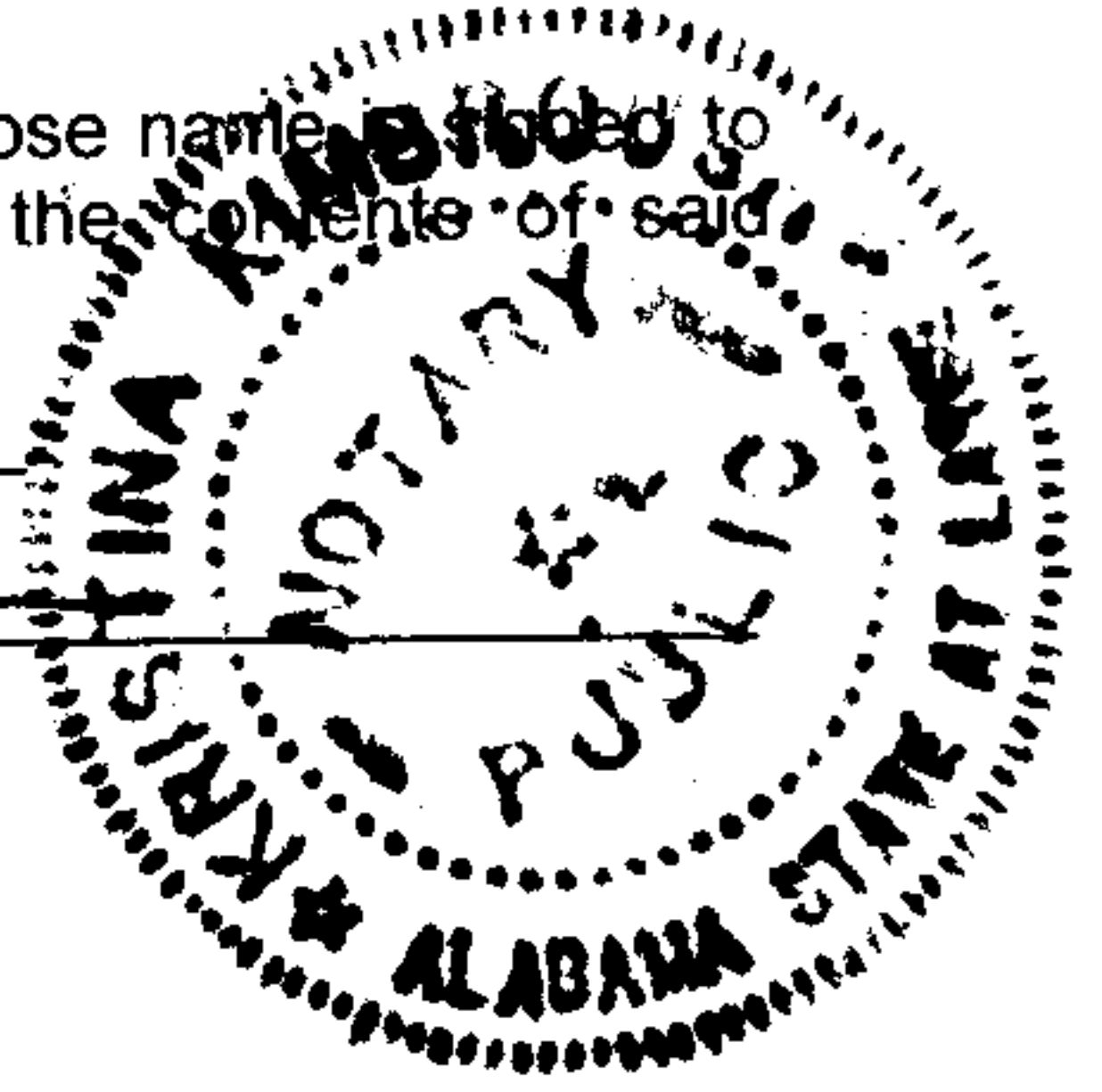
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID B KELLIS**, whose name is subscribed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of February, 2016.

MY COMMISSION EXPIRES JULY 21, 2018

My commission expires _____

Kristina Kimbrough
Notary Public



LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

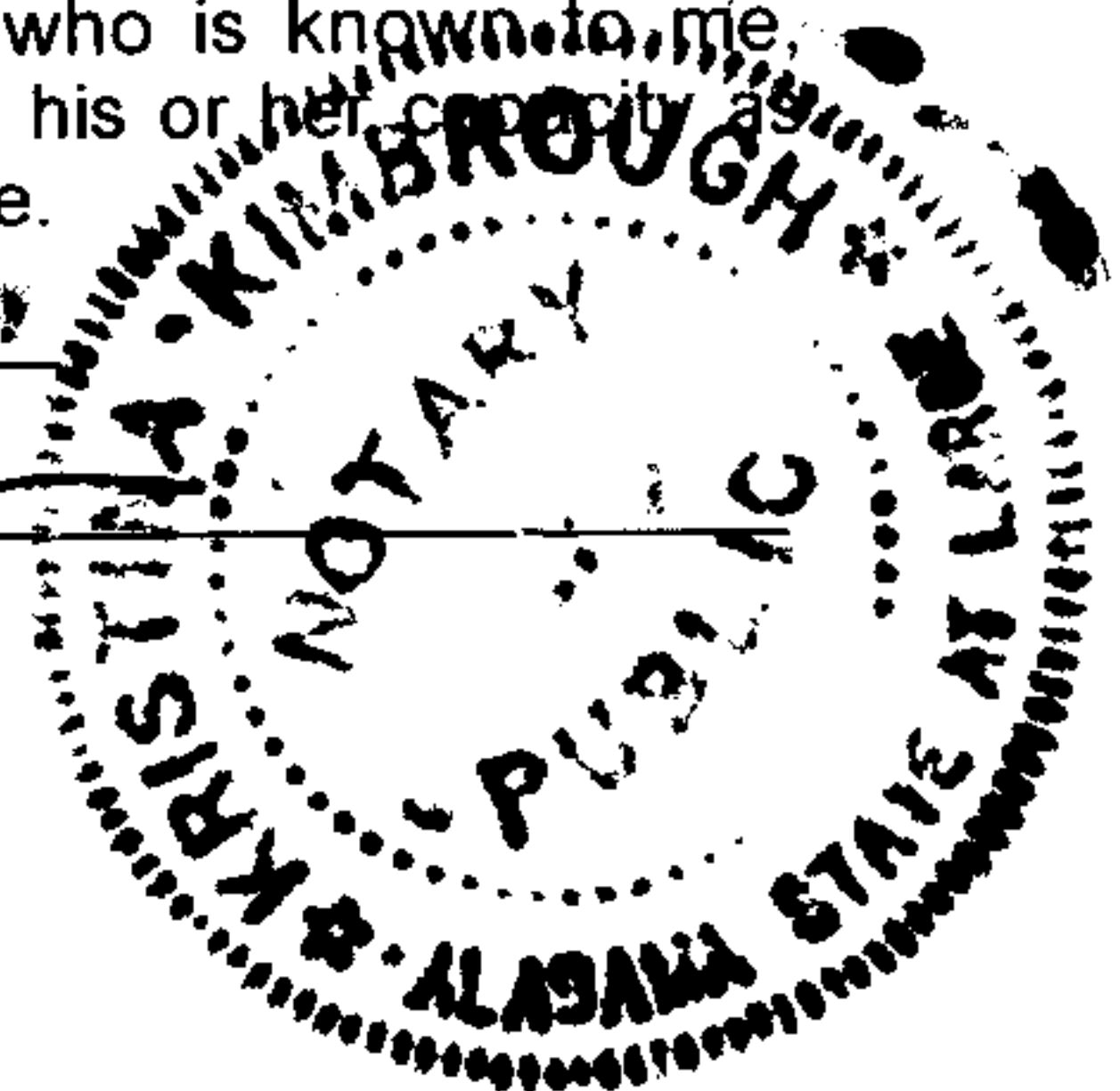
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John J Collice whose name as Vice President of **REGIONS BANK** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents 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 25th day of February, 2016.

MY COMMISSION EXPIRES JULY 21, 2018

My commission expires _____

Kristina Kimbrough
Notary Public



20160325000096870 2/3 \$536.00
Shelby Cnty Judge of Probate, AL
03/25/2016 11:36:03 AM FILED/CERT

EXHIBIT A

Lot 2, according to the Survey of Pelham Retail Group Subdivision, as recorded in Map Book 38, page 105, in the Probate Office of Shelby County, Alabama.

Together with the non-exclusive right to use the Access Easements as defined in that certain Declaration of Covenants, Conditions and Restrictions and Declaration of Easements, dated June 6, 2007, recorded as Instrument 20070606000263300, in the Probate Office of Shelby County, Alabama.


20160325000096870 3/3 \$536.00
Shelby Cnty Judge of Probate, AL
03/25/2016 11:36:03 AM FILED/CERT


+U05737689+
1649 3/16/2016 80252814/1