

X2016052879106

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

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
201 Milan Parkway
Birmingham, AL 35211

20160607000195540 1/3 \$52.65
Shelby Cnty Judge of Probate, AL
06/07/2016 09:35:25 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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 REGIONS
MODIFICATION OF MORTGAGE

20160971333/20



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Notice: The original principal amount available under the Note (as defined below), which was \$48,900.00 (on which any required taxes already have been paid), now is increased by an additional \$21,100.00.

THIS MODIFICATION OF MORTGAGE dated May 17, 2016, is made and executed between THOMAS P GRILLO, whose address is 1030 HERMITAGE CIR, BIRMINGHAM, AL 35242; DIANE W GRILLO AKA DIANE WEST GRILLO, whose address is 1030 HERMITAGE CIR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 5420 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 18, 2011 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON DECEMBER 22, 2011 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT #20111222000388210

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

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:
LOT 3105, ACCORDING TO THE AMENDED MAP OF HIGHLAND LAKES, 3RD SECTOR, PHASE I, AN EDDLEMAN COMMUNITY, RECORDED IN MAP BOOK 21 PAGE 124 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH NON-EXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION RECORDED IN INSTRUMENT 1994-07111 AND AMENDED IN INSTRUMENT 1996-17543 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 3RD SECTOR, RECORDED IN INSTRUMENT 1996-17544 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION", ALL BEING SITUATED IN SHELBY COUNTY, ALABAMA, MINERAL AND MINING RIGHTS EXCEPTED.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.
BEING THE SAME PREMISES CONVEYED TO THOMAS P. GRILLO AND DIANE WEST GRILLO, HUSBAND AND WIFE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM FROM JIM GUNTER CONSTRUCTION CO., INC., A CORPORATION AND CHARLES POE, A MARRIED INDIVIDUAL BY CORPORATION JOINT SURVIVORSHIP DEED DATED 07/26/2000, AND RECORDED ON 07/31/2000, DOCUMENT # 2000-25444, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 1030 HERMITAGE CIR, BIRMINGHAM, AL 35242.

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

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$48,900 to \$70,000.00.

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 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.

SUBORDINATION, PARTIAL RELEASE AND OTHER MODIFICATION REQUESTS. From time to time, Grantor or Borrower may request that we subordinate the lien of this Mortgage to another lien, release part of the Property from the lien of this Mortgage, or agree to some other

MODIFICATION OF MORTGAGE
(Continued)

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modification of this Mortgage or the Credit Agreement or any Related Document. We are not obligated to agree to any such request. We may, in our sole discretion, impose conditions on our agreement to any such request. Such conditions may include, without limitation, imposing a fee or increasing the interest rate under the Credit Agreement, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 17, 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 THOMAS P GRILLO (Seal)

X DIANE W GRILLO (Seal)

LENDER:

REGIONS BANK

X LYNN COX (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Sharlton Crawford
Address: 2050 Parkway Office Circle
City, State, ZIP: Hoover, AL 35244

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **THOMAS P GRILLO**, 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 said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of May, 2016.
Lynn H. Cox
Notary Public

My commission expires MY COMMISSION EXPIRES FEBRUARY 27, 2019

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DIANE W GRILLO**, 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 said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of May, 2016.
Lynn H. Cox
Notary Public

My commission expires MY COMMISSION EXPIRES FEBRUARY 27, 2019

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MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

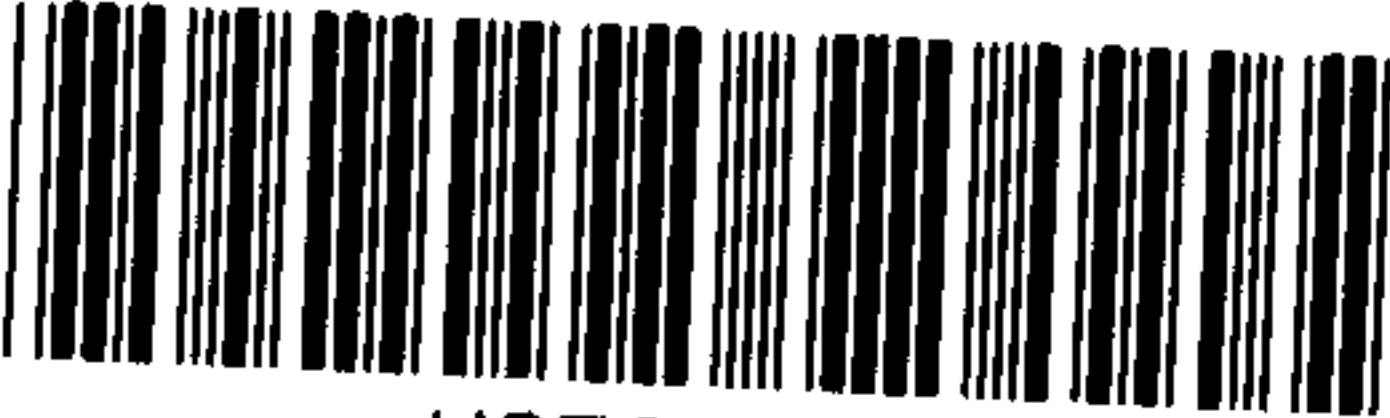
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lynn Cox
whose name as Financial Service Specialist of Regions Bank is signed to the foregoing Modification and who is known to me,
acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as
such Financial Service Specialist of Regions Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 17 day of May, 2016
Raya L Christian
Notary Public

My commission expires MY COMMISSION EXPIRES FEBRUARY 12, 2020

Raya L Christian

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Shelby Cnty Judge of Probate, AL
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