

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
201 Milan Parkway
Birmingham, AL 35211



20200311000097310 1/3 \$105.00
Shelby Cnty Judge of Probate, AL
03/11/2020 01:24:06 PM FILED/CERT

When Recorded Return to:

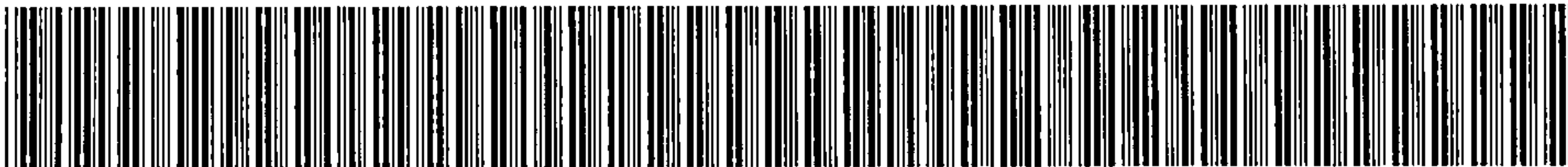
Indecomm Global Services
As Recording Agent Only
1260 Energy Lane
St. Paul, MN 55108

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



REGIONS

MODIFICATION OF MORTGAGE



DOC4800201502#####3723530000000

81475014

20193261534170

Notice: The original principal amount available under the Note (as defined below), which was \$18,000.00 (on which any required taxes already have been paid), now is increased by an additional \$50,000.00.

THIS MODIFICATION OF MORTGAGE dated January 6, 2020, is made and executed between BYRON KELLEY, AKA BYRON Q KELLEY, whose address is 5239 BIRDSONG RD, BIRMINGHAM, AL 352420000; MELISSA M KELLEY, AKA MELISSA KELLEY, whose address is 5239 BIRDSONG RD, BIRMINGHAM, AL 352423302; 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 June 7, 2018 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 06/21/18 IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, AL Instrument# 20180621000220520.

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

The following described real estate situated in Shelby County, Alabama, to-wit: lot 3, according to the survey of sunny meadows, 3rd sector, as recorded in map book 9, page 91 a & b, in the probate office of shelby county, alabama. Being previously conveyed by Warranty Deed from JAMI L. HOVEY AND PAUL HOVEY, WIFE AND HUSBAND to BYRON Q. KELLEY AND MELISSA KELLEY, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP dated 10/06/2017, and recorded on 10/11/2017 at document reference 20171011000369880 in Shelby County, Alabama

The Real Property or its address is commonly known as 5239 BIRDSONG RD, BIRMINGHAM, AL 352420000.

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 \$18,000.00 to \$50,000.00.

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 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.

MODIFICATION OF MORTGAGE
(Continued)

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 6, 2020.

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 *Byron Kelley* (Seal)
BYRON KELLEY

X *Melissa M Kelley* (Seal)
MELISSA M KELLEY

LENDER:

REGIONS BANK

X *Matthews* (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

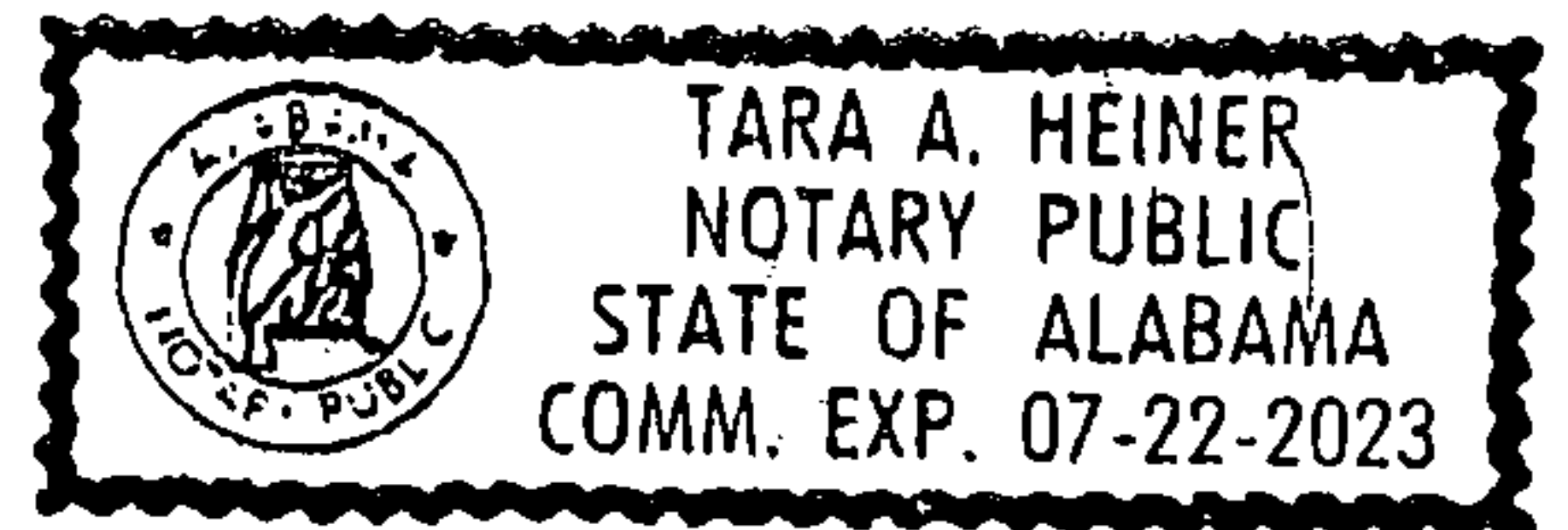
Name: Donna Johnson
Address: 2050 Parkway Office Circle
City, State, ZIP: Hoover, AL 35244

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 BYRON KELLEY, 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 6th day of January, 2020.

My commission expires 07/22/23

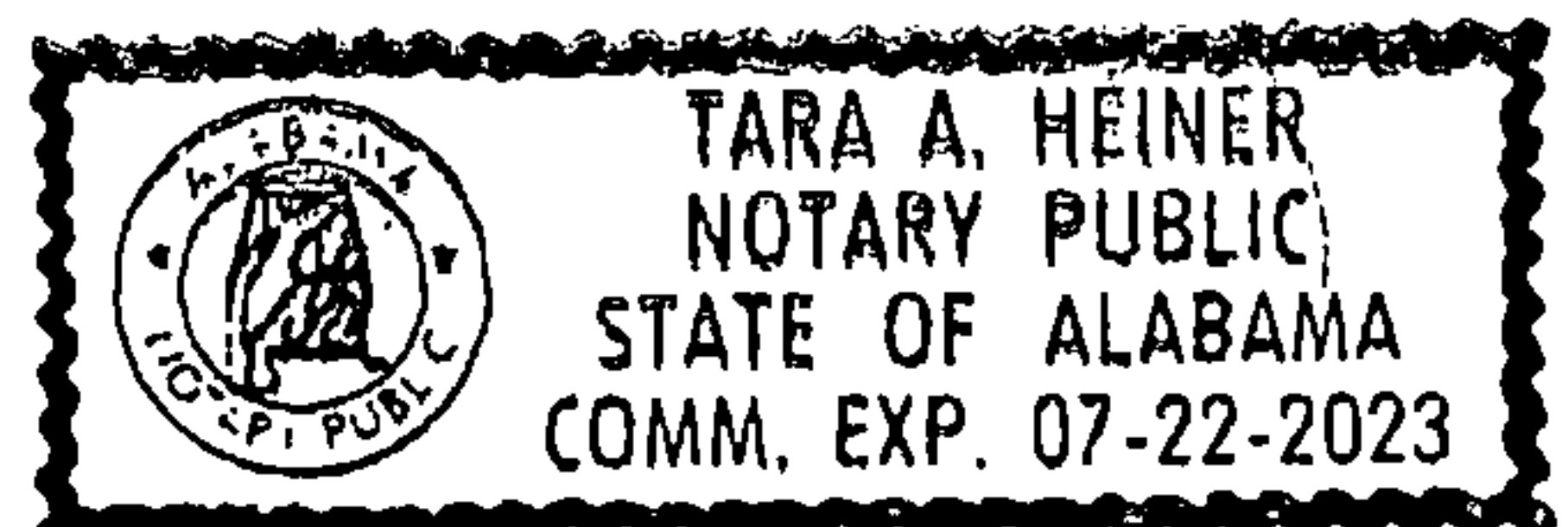
Tara A. Heiner
Notary Public
Tara A. Heiner

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 MELISSA M KELLEY, 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 6th day of January, 2020.

My commission expires 07/22/23

Tara A. Heiner
Notary Public
Tara A. Heiner



20200311000097310 2/3 \$105.00
Shelby Cnty Judge of Probate, AL
03/11/2020 01:24:06 PM FILED/CERT

MODIFICATION OF MORTGAGE
(Continued)

Page 3

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 Tara Heiner
whose name as Authorized Signer 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 Authorized Signer of Regions Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 6th day of January, 2020.

Josh Green
Notary Public

My commission expires Nov. 29, 2021

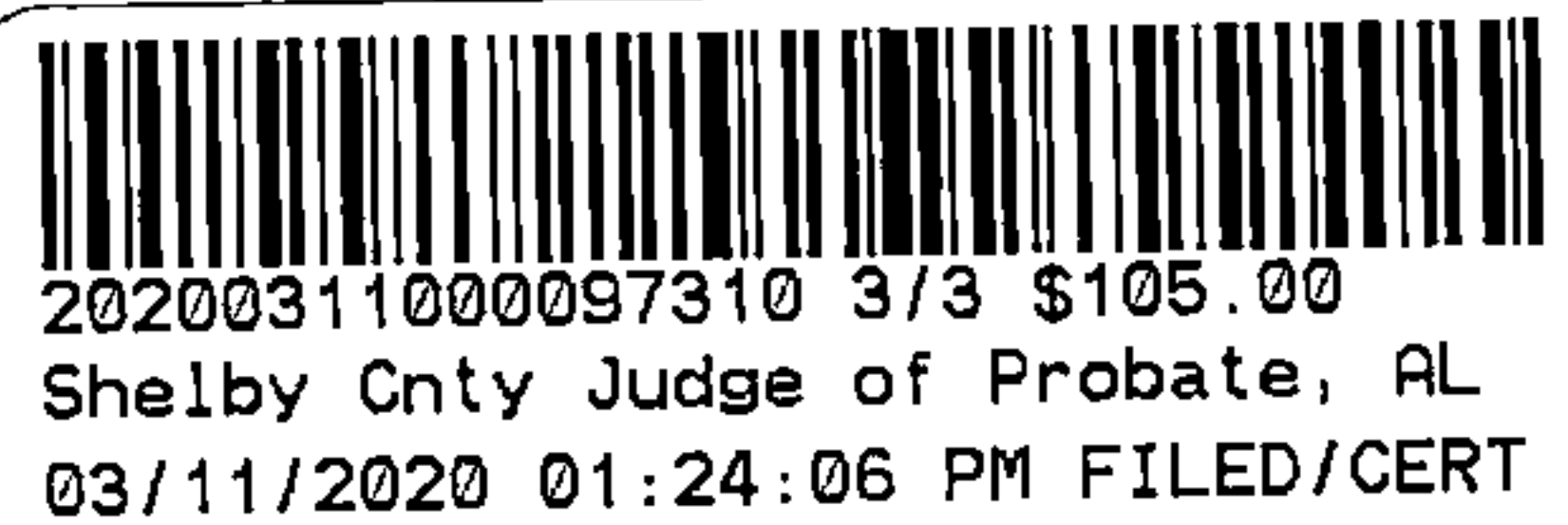
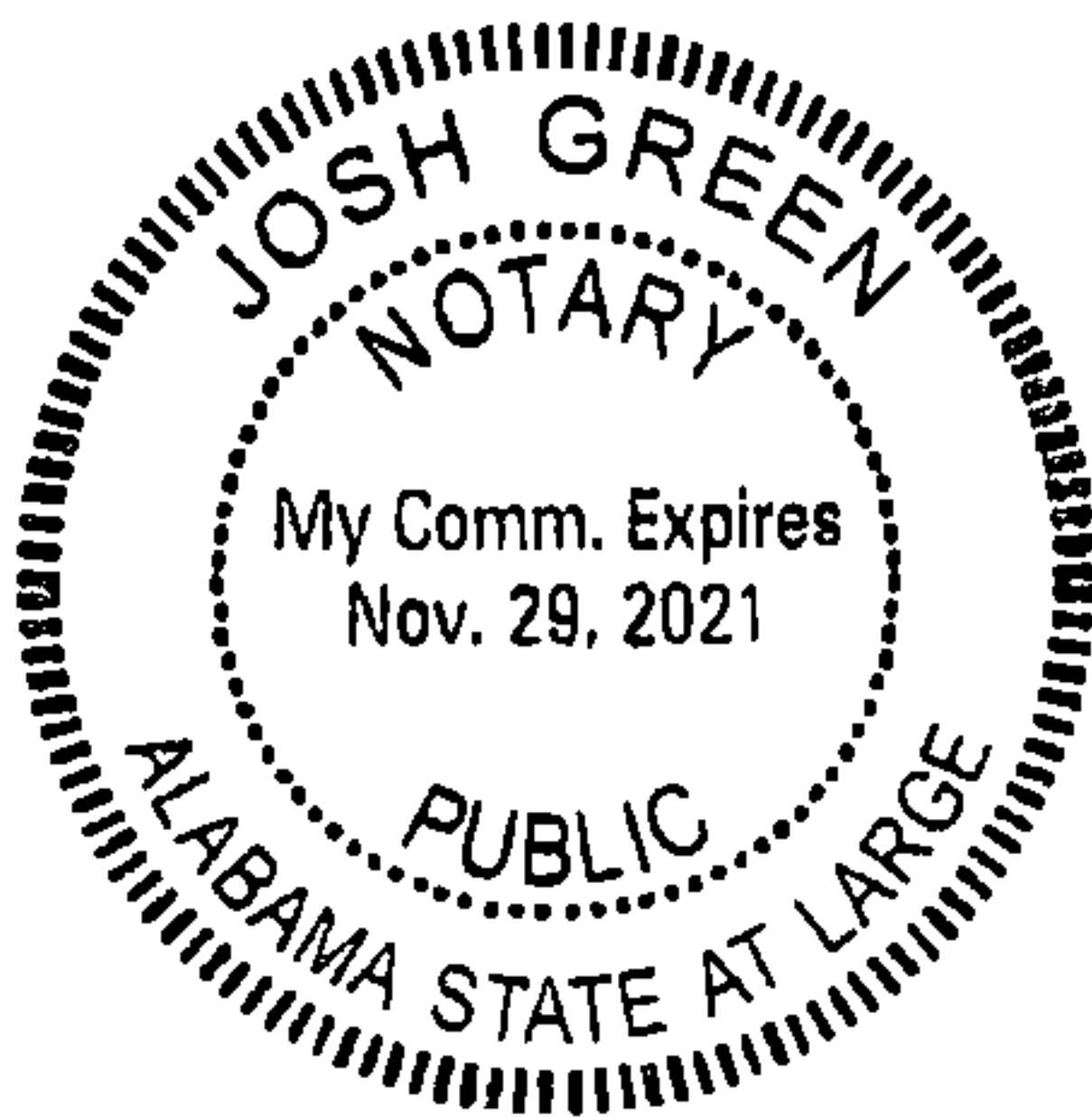
Josh Green

LaserPro, Ver. 18.3.10.008

Copr. Finastra USA Corporation 1997, 2020.
E:\sysapps\Harland\ALS\CFILPL\G201.FC TR-1049959 PR-290

All Rights Reserved.

- AL



1658 1/16/2020 81475614/1

12020010958184