20230421000115610 1/2 \$325.00

Shelby Cnty Judge of Probate, AL 04/21/2023 01:03:34 PM FILED/CERT

RECORDATION REQUESTED BY:

Regions Bank UAB BRANCH 1900 UNIVERSITY BLVD ALBH60043B BIRMINGHAM, AL 35233

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
2090 Parkway Office Circle
Hoover, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48003000434035320100034765530000000

THIS MODIFICATION OF MORTGAGE dated January 9, 2023, is made and executed between ZEPT Properties, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, whose address is 1904 INDIAN LAKE DR, BIRMINGHAM, AL 35244 (referred to below as "Grantor") and Regions Bank, whose address is 1900 UNIVERSITY BLVD, ALBH60043B, BIRMINGHAM, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 15, 2019 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded in Instrument Number 20191007000368830, of the Public Records of Shelby County, AL.

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

Lot 2, according to the Survey of Indian Valley Lake Estates, as recorded in Map Book 6, Page 20, in the Probate Office of SHELBY County, ALABAMA.

THIS EASEMENT IS TO GRANT INGRESS AND EGRESS ALONG AN EASEMENT DESCRIBED AS FOLLOWS:

A ten foot wide by twenty foot long easement being located on LOT I, INDIAN VALLEY LAKE ESTATES as recorded in Map Book 6, Page 20 in the Probate Office of Shelby County, Alabama, more particularly described as follows:

COMMENCE at the Northwest Corner of Lot 1, INDIAN VALLEY LAKE ESTATES as recorded in Map Book 6, Page 20 in the Probate Office of Shelby County, Alabama; thence run Easterly along the North line of the aforesaid LOT 1, being the South line of LOT 2, INDIAN VALLEY LAKE ESTATES as recorded in Map Book 6, Page 20 in the Probate Office or Shelby County, Alabama, a distance of 35.00 feet to the POINT OF BEGINNING of the ten foot wide easement described herein; thence continue Easterly along the North line of LOT 1 a distance of 20.00 feet; thence 90°00'00" right. Southerly a distance of 10.00 feet; thence 90°00'00" right Northerly a distance of 10.00 feet to the POINT OF BEGINNING.

Parcel: 104200001040000

The Real Property or its address is commonly known as 1904 INDIAN LAKE DR, BIRMINGHAM, AL 35244. The Real Property tax identification number is 104200001040000.

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

The amount of the promissory note dated August 15, 2019, in the original principal amount of \$138,110.00 (the "Original Note") is being increased and the term of the Original Note is being renewed or extended by the execution of a modified note of even date with this Modification of Mortgage. The Original Note has a present principal balance of \$134,313.19, and an additional advance of \$65,686.81 is being made, for a total outstanding principal balance under the modified note of \$200,000.00. The modified maturity date of the Mortgage is January 9, 2030.

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 JANUARY 9. 2023.

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:

By: (Seal)

Erin M Tatum, Member of ZEPT Properties, LLC

ზგეგეგეგ When Recorded Return To: Indecomm Global Services 1427 Energy Park Drive St. Paul, MN 55108 FIZ023011Z66Z60

STATE OF

COUNTY OF

whose name as

My commission expires

Given under my hand and official seal this

such

LENDER: 20230421000115610 2/2 \$325.00 Shelby Cnty Judge of Probate, AL **REGIONS BANK** 04/21/2023 01:03:34 PM FILED/CERT CAVMAN BISTOP **Authorized Signer** This Modification of Mortgage prepared by: Name: Meg Atkins Address: 1900 UNIVERSITY BLVD City, State, ZIP: BIRMINGHAM, AL 35233 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF Alabaman
COUNTY OF Deffees SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Erin M Tatum, Member of ZERT Properties, LLC, a limited liability company, is signed to the foregoing Modification and who is known to me, acknowledged before me on the foregoing Modification and who is known to me, acknowledged before me on the foregoing Modification and who is known to me, acknowledged before me on the foregoing Modification and who is known to me, acknowledged before me on the foregoing Modification and who is known to me, acknowledged before me on the foregoing Modification and who is known to me, acknowledged before me on the foregoing Modification and who is known to me, acknowledged before me on the foregoing Modification and who is known to me, acknowledged before me on the foregoing Modification and who is known to me, acknowledged before me on the foregoing Modification and who is known to me, acknowledged before me on the foregoing Modification and who is known to me, acknowledged before me on the foregoing Modification and who is known to me, acknowledged before me on the foregoing Modification and who is known to me, acknowledged before me on the foregoing Modification and the fo being informed of the contents of said Modification, he or she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company. Given under my hand and official seal this Notary Public Hakev My commission expires <u>3</u>

LENDER ACKNOWLEDGMENT

SS (

acknowledged before me proting day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as

day of _

TR-10014947 PR-RDP020

l, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that

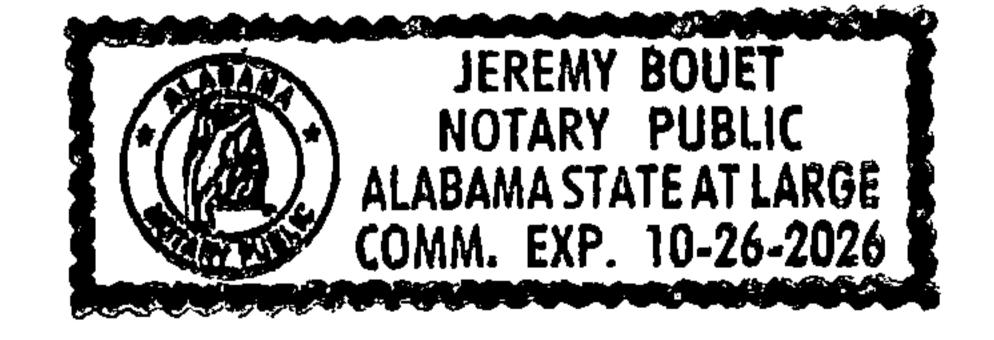
LaserPro, Ver. 22.2.10.018 Copr. Finastra USA Corporation 1997, 2023. All Rights Reserved.

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of Regions Bank, executed the same voluntarily on the day same bears date.__

of Regions Bank is signed to the foregoing Modification and who is known/to me,

Notary Bublic



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