



20100518000155480 1/4 \$396.50  
Shelby Cnty Judge of Probate, AL  
05/18/2010 11:28:31 AM FILED/CERT

**WHEN RECORDED MAIL TO:**

Branch Banking and Trust Company  
Business Banking Center  
100 Colonial Bank Boulevard  
Montgomery, AL 36117

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated April 20, 2010, is made and executed between Steven P. Smith (referred to below as "Grantor") and Branch Banking and Trust Company, whose address is 501 Second North Avenue, Clanton, AL 35045-3420 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 28, 2006 (the "Mortgage") which has been recorded in Selby County, State of Alabama, as follows:

Recorded 05/19/2006 in Shelby County, Instrument # 2006-238290 and mortgage modification recorded 02/02/2009 Instrument # 2009-31870.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 55 acres of vacant land located on Highway # 70, Columbiana, AL 35051.

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

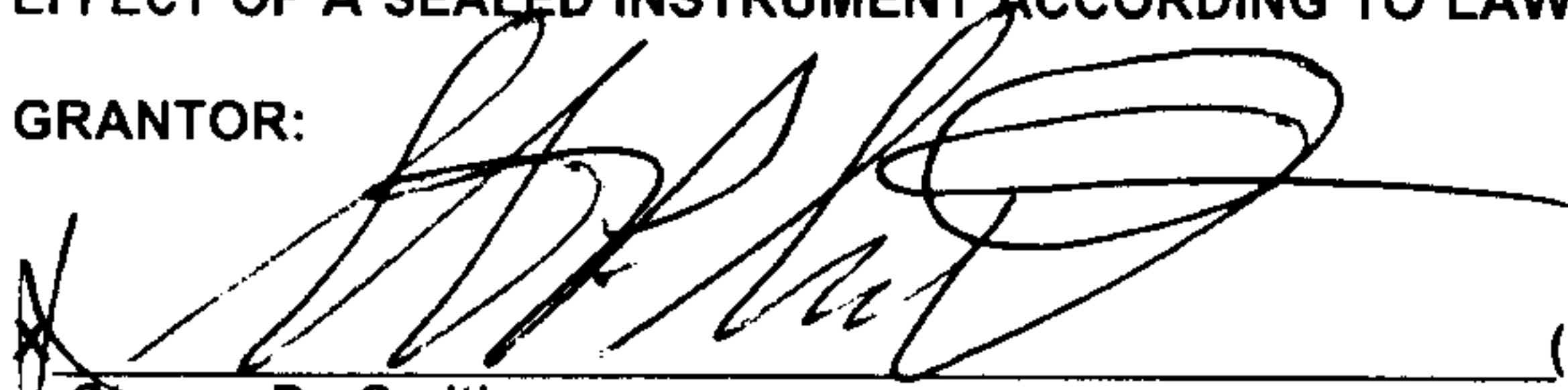
**Modification to extend maturity date to 04/15/2014. Mortgage tax on the unpaid principal balance of \$250,956.73 in the amount of \$376.50 is paid herewith this modification of mortgage. .**

**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 APRIL 20, 2010.**

**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:

  
Steven P. Smith (Seal)

LENDER:

BRANCH BANKING AND TRUST COMPANY

X   
Needa Little (Seal)

**RECORDER'S MEMORANDUM**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

This Modification of Mortgage prepared by:

Name: Loretta Sadowski, Business Services Assistant  
Address: 501 Second North Avenue  
City, State, ZIP: Clanton, AL 35045-3420

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Chilton )I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Steven P. Smith**, 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 27<sup>th</sup> day of April, 20 10.

My Commission Exp 01/18/2011

My commission expires \_\_\_\_\_

Notary Public

## LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Chilton )I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Needra Little** whose name as Financial Center Leader of **Branch Banking and Trust Company** 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 Center Leader of **Branch Banking and Trust Company**, executed the same voluntarily on the day same bears date.Given under my hand and official seal this 27<sup>th</sup> day of April, 20 10.

My Commission Exp 01/18/2011

My commission expires \_\_\_\_\_

Notary Public





EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 1 WEST AND RUN NORTH 89 DEGREES 49 MINUTES 31 SECONDS WEST A DISTANCE OF 1316.78 FEET TO A POINT; THENCE SOUTH 00 DEGREES 67 MINUTES 36 SECONDS WEST A DISTANCE OF 680.72 FEET TO THE POINT OF BEGINNING OF TRACT NUMBER 1; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 3598.55 FEET TO A POINT; THENCE NORTH 40 DEGREES 24 MINUTES 20 SECONDS WEST A DISTANCE OF 1425.84 FEET TO A POINT IN THE CENTERLINE OF WAXAHATCHEE CREEK; THENCE ALONG SAID CENTERLINE OF CREEK NORTH 49 DEGREES 57 MINUTES 33 SECONDS WEST A DISTANCE OF 74.02 FEET TO A POINT; THENCE ALONG SAID CENTERLINE OF CREEK NORTH 42 DEGREES 28 MINUTES 29 SECONDS WEST A DISTANCE 131.74 FEET TO A POINT; THENCE ALONG SAID CENTERLINE OF CREEK NORTH 41 DEGREES 42 MINUTES 55 SECONDS WEST A DISTANCE OF 106.10 FEET TO A POINT; THENCE ALONG SAID CENTERLINE OF CREEK NORTH 53 DEGREES 06 MINUTES 02 SECONDS WEST A DISTANCE OF 82.46 FEET TO A POINT; THENCE ALONG SAID CENTERLINE OF CREEK NORTH 44 DEGREES 18 MINUTES 26 SECONDS WEST A DISTANCE OF 118.20 FEET TO A POINT; THENCE ALONG SAID CENTERLINE OF CREEK NORTH 56 DEGREES 05 MINUTES 58 SECONDS WEST A DISTANCE OF 108.59 FEET TO A POINT; THENCE ALONG SAID CENTERLINE OF CREEK NORTH 58 DEGREES 39 MINUTES 11 SECONDS WEST A DISTANCE OF 99.31 FEET TO A POINT; THENCE ALONG SAID CENTERLINE OF CREEK NORTH 55 DEGREES 19 MINUTES 40 SECONDS WEST A DISTANCE OF 36.01 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE OF CREEK NORTH 89 DEGREES 28 MINUTES 51 SECONDS EAST A DISTANCE OF 208.21 FEET TO A POINT; THENCE NORTH 00 DEGREES 52 MINUTES 26 SECONDS EAST A DISTANCE OF 374.14 FEET TO A POINT; THENCE SOUTH 89 DEGREES 07 MINUTES 34 SECONDS EAST A DISTANCE OF 850.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 52 MINUTES 26 SECONDS EAST A DISTANCE OF 1395.32 FEET TO A POINT; THENCE NORTH 17 DEGREES 12 MINUTES 31 SECONDS

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EXHIBIT A  
(continued)

WEST A DISTANCE OF 390.60 FEET TO A POINT OF THE SOUTH RIGHT OF WAY COUNTY HIGHWAY NUMBER 70, SAID POINT BEING IN A CURVE TO THE RIGHT HAVING A RADIUS OF 1900.32 FEET AND ARC DISTANCE OF 167.32 FEET A CHORD BEARING OF SOUTH 83 DEGREES 34 MINUTES 48 SECONDS EAST AND A CHORD DISTANCE OF 167.26 FEET TO A POINT; THENCE CONTINUE ALONG SAID RIGHT OF WAY SOUTH 08 DEGREES 56 MINUTES 32 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT; THENCE CONTINUE ALONG SAID RIGHT OF WAY SOUTH 81 DEGREES 03 MINUTES 28 SECONDS EAST A DISTANCE OF 178.41 FEET TO POINT; THENCE CONTINUE ALONG SAID RIGHT OF WAY SOUTH 08 DEGREES 56 MINUTES 52 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE ALONG SAID RIGHT OF WAY SOUTH 81 DEGREES 03 MINUTES 28 SECONDS EAST A DISTANCE OF 248.74 FEET TO THE POINT OF BEGINNING.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO STEVEN P. SMITH FROM MARTY REDDELL, A MARRIED PERSON BY DEED DATED 07/07/98 AND RECORDED 07/24/98 IN INSTRUMENT NO. 1998-28217, IN THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 21-8-28-0-000-010.005  
STEVEN P. SMITH

55 ACRES OF VACANT LAND ON HIGHWAY # 70, COLUMBIANA AL 35051  
Loan Reference Number : 8037314740/9252  
First American Order No: 41867993  
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES



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