

Prepared by: Betty Copley
Return to: Betty Copley @ BB+T
10 W 6th Avenue
Huntington WV 25701
9070151852 8001

Mortgage Recorded at Deed Book _____, Page _____
(or Instrument Number) _____/_____,
in the records of the Office of the Judge of Probate,
_____, County,
Alabama.

RETAIL MODIFICATION AGREEMENT, INCLUDING MORTGAGE

This Modification Agreement is made effective as of the _____ 28th day of April, 2009 by and between Branch Banking and Trust Company, [formerly known as MATEWAN], a North Carolina Banking Corporation having an address at P.O. Box 1290, Whiteville, NC, 28472 ("Lender"), and, DWIGHT D MCCOY and _____, having an address of _____ 100 LAKEWOOD DR, ALABASTER, AL 35007-7419 ("Mortgagor").

WITNESSETH:

WHEREAS, Mortgagor and Lender have heretofore entered into a loan transaction ("Loan") evidenced by a Promissory Note dated _____ 04/28/1999 in the original principal sum of \$ 256,069.01 ("Note"), which Loan is secured by that certain Alabama Mortgage dated _____ 04/28/99 ("Mortgage") from Mortgagor, recorded _____ 04/28/99, at Deed Book _____ 1999, Page 18695 (or Instrument Number _____), in the records of the Office of the Judge of Probate, _____ Shelby County, Alabama, which conveyed certain real and other property described therein (the Note, Mortgage and all other documents evidencing the Loan are hereinafter referred to as "Loan Documents");

WHEREAS, the parties have agreed that the Loan Documents shall be amended;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender hereby agree as follows:

1. The recitals hereinabove stated shall be incorporated into the body of this document.
2. The current outstanding principal balance of the Note, together with accrued interest is \$ 189,834.33.
3. The Loan Documents are hereby amended as follows:
 - ☒ The maturity date of the Note is extended from _____ 05/28/2009 to a new maturity date of _____ 04/28/2029; or,
 - ☐ The maturity date of the Note is _____.
4. Except as herein above amended, the aforesaid Loan Documents shall remain otherwise unchanged. All other terms shall remain the same, except as herein expressly amended. Time is of the essence of this Agreement. This Modification Agreement shall be governed by the laws of the State of Alabama. Mortgagor hereby reaffirms its obligations and liabilities under the Mortgage and the Loan Documents as herein modified. Mortgagor further agrees that the terms of this Agreement shall not cause a release of any collateral held by Lender as security for the Loan (and any and all other indebtedness now or hereafter owing by Mortgagor to Lender). Mortgagor hereby further agrees that this Modification Agreement shall not constitute a novation of any of the Loan Documents. The parties to this Agreement authorize and direct Lender to take any additional action necessary to conform the Loan Documents to the terms as herein modified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal and the parties hereto that are not individuals have caused this Agreement to be executed under seal by their respective duly authorized officers.

MORTGAGOR(S):

Witness

Dwight McCoy (SEAL)
DWIGHT D MCCOY

Witness

____ (SEAL)

Witness

____ (SEAL)

Witness

____ (SEAL)

Witness

LENDER:

BRANCH BANKING AND TRUST COMPANY,
a North Carolina Banking Corporation

By: Betty L Copley (SEAL)

Name: BETTY L COPLEY

Title: DRL REG LOSS MITIG OFF I

Acknowledged and Agreed
(if different than Mortgagor):

BORROWER(S):

Witness

Shelley A. McCoy (SEAL)
SHELLEY A MCCOY

Witness

____ (SEAL)

Acknowledged and Agreed
GUARANTOR(S):

Witness

____ (SEAL)

Witness

____ (SEAL)

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dwight & Shelley McCoy, 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 the instrument, s/he executed the same voluntarily on the day the same bears date.

Given under my hand this 8 day of May, 2009.

[NOTARIAL SEAL]



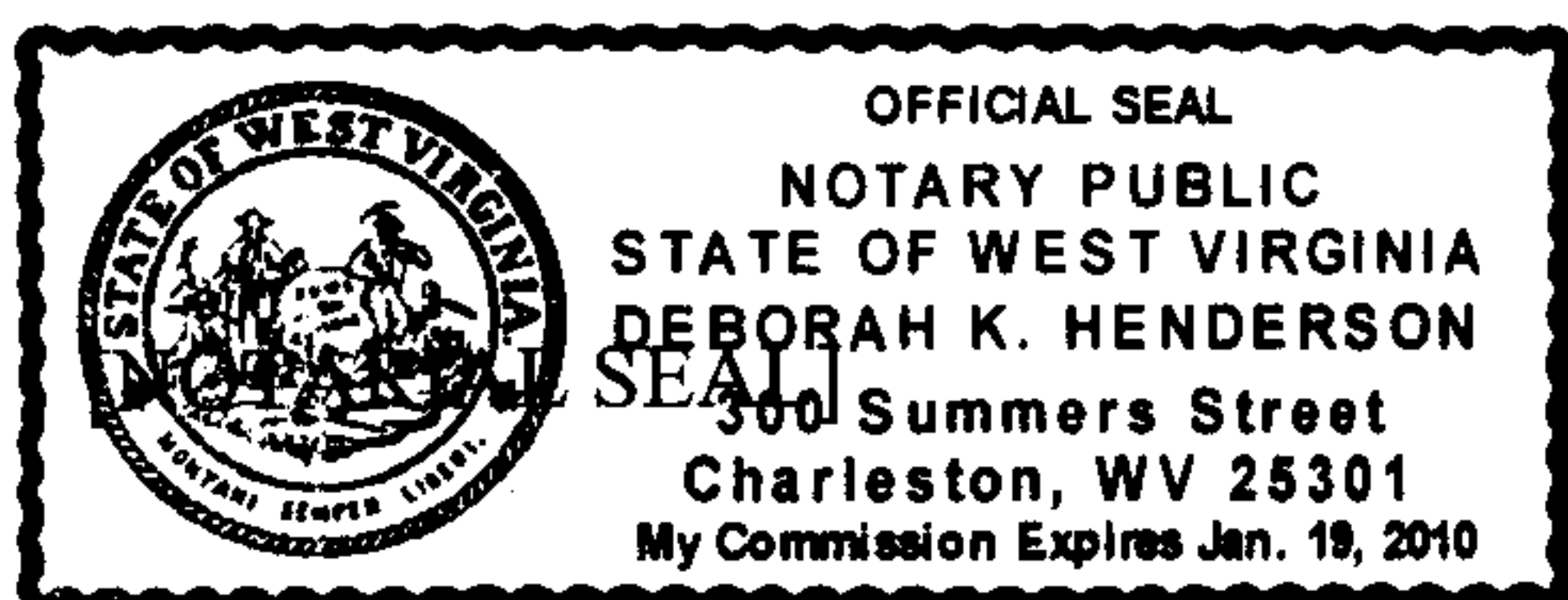
BC Mohl
Notary Public

My Commission Expires: 6-11-11

STATE OF WV
COUNTY OF Cabell

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Betty Copley, whose name as Loan Mitigation Officer of BRANCH BANKING AND TRUST COMPANY, a North Carolina State Banking Corporation 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 the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 28th day of April, 2008.



Deborah K. Henderson
Notary Public

My Commission Expires: 1/19/10

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dunlap & Shelby McCoy, 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 the instrument, s/he executed the same voluntarily on the day the same bears date.

Given under my hand this 8 day of May, 2009.

[NOTARIAL SEAL]



Barry C. Mohr
Notary Public

My Commission Expires: 6-11-11

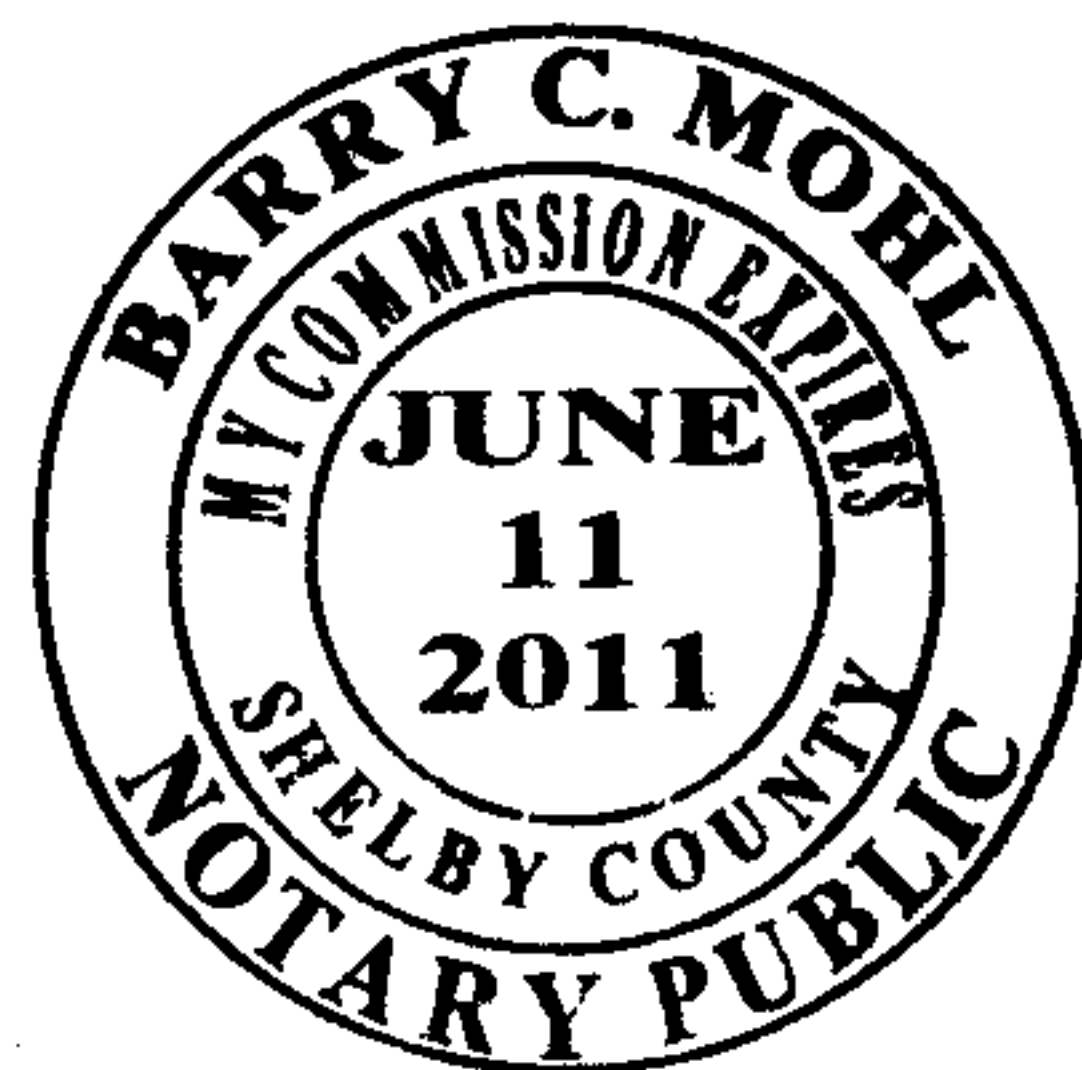
20090721000279310 4/5 \$307.85
Shelby Cnty Judge of Probate, AL
07/21/2009 08:52:34 AM FILED/CERT

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dwight E. Shelby McCoy, 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 the instrument, s/he executed the same voluntarily on the day the same bears date.

Given under my hand this 8 day of May, 2009.

[NOTARIAL SEAL]



BC Mohl
Notary Public
My Commission Expires: 6-11-11

20090721000279310 5/5 \$307.85
Shelby Cnty Judge of Probate, AL
07/21/2009 08:52:34 AM FILED/CERT

THIS IS TO CERTIFY THAT THIS
IS A TRUE AND EXACT COPY
OF THE ORIGINAL INSTRUMENT
CLOSING AGENT

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 28, 1999. The grantor is

Dwight D. McCoy and Shelley Ann McCoy, husband and wife

("Borrower"). This Security Instrument is given to **Matewan National Bank**

which is organized and existing under the laws of **West Virginia**, and whose
address is **P. O. Box 100, Williamson, West Virginia 25661**

("Lender"). Borrower owes Lender the principal sum of

Two Hundred Fifty-Six Thousand Sixty-Nine and 31/100

Dollars (U.S. \$256,069.01).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 28th, 2009.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in **SHELBY County, Alabama**:

Lot 23, according to the Survey of Windy Oaks, Phase 3, as recorded in Map Book 15, Page 113, in the Probate Office of Shelby County, Alabama.

which has the address of **100 Lakewood Drive, Montevallo,**
Alabama, 35115 [Zip Code] ("Property Address");

[Street, City],

SM
AKH