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Shelby Cnty Judge of Probate, AL  
02/08/2010 01:43:21 PM FILED/CERT

STATE OF ALABAMA  
COUNTY OF SHELBY

### MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement ("Modification") is entered into this 8<sup>th</sup> day of February, 2010 between WERNER H. BEIERSDOERFER, whose address is 584 Meadow Lake Farms, Calera, Alabama 35040 ("Mortgagor") and HOMETOWN BANK OF ALABAMA, whose address is P.O. Box 397, Oneonta, Alabama 35121 ("Mortgagee"); and joined in by ELAINE W. BEIERSDOERFER, (herein "Grantor")

WHEREAS, Mortgagor granted to Mortgagee a Mortgage and Security Agreement, dated January 28, 2009 subsequently recorded at 20090130000029640 in the Office of the Probate Judge of Shelby County, Alabama ("Mortgage") encumbering the NE Quarter of the NE Quarter of Section 10, Township 22 South, Range 2 West, Shelby County, AL, to secure an indebtedness as described therein; and

WHEREAS, the debt secured by the Mortgage has matured and Mortgagee has agreed to extend the maturity of the indebtedness secured by the Mortgage in consideration of Mortgagor securing additional property as part of the mortgaged Property, and Grantor has agreed to convey to Mortgagee a lien on certain property in consideration of said extension;

NOW, THEREFORE, in consideration of the mutual covenant herein, the parties agree as follows and Elaine W. Beiersdoerfer does hereby grant and convey as follows:

1. The Maturity Date of the Promissory Note secured by the Mortgage is hereby extended through and extending one (1) year from the date of this Modification.
2. Grantor grants and conveys to Mortgagee all of her right, title and interest to that certain real property described on Exhibit A attached hereto situated in Shelby County, Alabama together with the fixtures, structures and improvements thereon and easements, appurtenances and other rights appertaining to said property, TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, under and pursuant to the terms of the Mortgage and as additional land subject to the Mortgage.

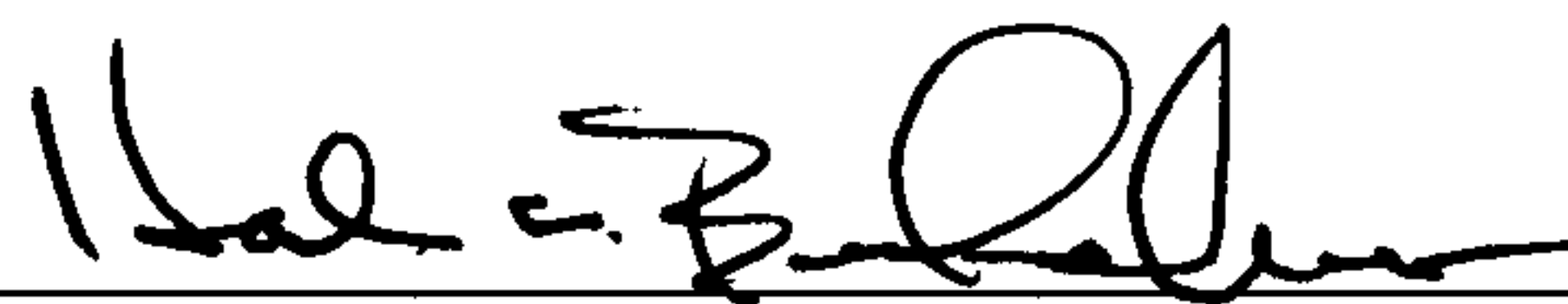
3. It is agreed that the property described on Exhibit A attached hereto along with the property originally described in Exhibit "A" to the Mortgage and conveyed in the Mortgage shall be deemed and held to be the Property subject to the terms of the Mortgage from and after the date of this Modification. Both of said tracts of land shall hereafter constitute the mortgaged Property subject to the terms and provisions of the Mortgage as modified hereby.

4. Grantor does not assume or agree to pay the indebtedness secured by the Mortgage or to perform or pay any of the other covenants in the Mortgage. Grantor only agrees to subject her property to the lien of the Mortgage.

5. Mortgagor and Mortgagee ratify and affirm the Mortgage as hereby amended.

IN WITNESS WHEREOF, the parties have executed this Modification as of the date stated above.

HOMETOWN BANK OF ALABAMA

By:   
Vice President

  
Werner H. Beiersdoerfer

  
Elaine W. Beiersdoerfer



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[ATTACH ACKNOWLEDGEMENTS]

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Blount

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Werner H. Beiersdoerfer, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 8th day of February, 2010.

Jamie A. Walker  
Notary Public

My Commission expires: 2/26/13

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Blount

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Elaine W. Beiersdoerfer, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 8th day of February, 2010

Jamie A. Walker  
Notary Public

My Commission expires: 2/26/13



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Exhibit "A"

A tract of land situated in the Northwest Quarter of Section 11, and the Southwest Quarter of Section 2, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

*COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 22 SOUTH, RANGE 2 WEST, SHELBY COUNTY ALABAMA; THENCE SOUTH 01°03'57" WEST ALONG THE WEST LINE OF SAID ¼ - ¼ A DISTANCE OF 126.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°55'55" EAST, A DISTANCE OF 997.39 FEET; THENCE NORTH 88°07'47" EAST, A DISTANCE OF 858.81 FEET TO A POINT ON THE CENTERLINE OF A 60 FOOT INGRESS-EGRESS, UTILITY AND DRAINAGE EASEMENT; THENCE SOUTH 05°59'54" EAST ALONG SAID CENTERLINE, A DISTANCE OF 364.06 FEET; THENCE SOUTH 83°57'16" WEST, A DISTANCE OF 367.18 FEET; THENCE NORTH 04°06'06" WEST, A DISTANCE OF 283.74 FEET; THENCE SOUTH 61°02'17" WEST, A DISTANCE OF 347.75 FEET; THENCE SOUTH 20°57'47" WEST, A DISTANCE OF 728.63 FEET; THENCE SOUTH 82°41'47" EAST, A DISTANCE OF 204.40 FEET; THENCE SOUTH 29°57'14" WEST, A DISTANCE OF 647.54 FEET; THENCE NORTH 88°27'01" WEST, A DISTANCE OF 122.65 FEET; THENCE NORTH 01°32'59" EAST, A DISTANCE OF 150.40 FEET; THENCE NORTH 24°26'54" EAST, A DISTANCE OF 271.37 FEET; THENCE NORTH 52°19'39" WEST, A DISTANCE OF 80.09 FEET; THENCE NORTH 30°49'59" EAST, A DISTANCE OF 216.77 FEET; THENCE NORTH 82°41'47" WEST, A DISTANCE OF 661.06 FEET TO A POINT ON THE WEST LINE OF SAID ¼ - ¼; THENCE NORTH 01°03'57" EAST ALONG THE WEST LINE OF SAID ¼ - ¼, A DISTANCE OF 190.76 FEET TO THE POINT OF BEGINNING.  
CONTAINING 871,611 SQUARE FEET OR 20.00 ACRES.*

Said property is identified as Tract One, 20.00 acres on a plat of survey by Arrington Engineering, Birmingham, AL, dated 11/20/09, entitled "Exhibit of Elaine W. Beiersdoerfer Property" which plat is incorporated herein by reference and is hereinafter called the "Plat."

PROVIDED, HOWEVER, that the grantor expressly reserves and retains the following non-exclusive, perpetual easements running over portions of the property above described:

1. A non-exclusive easement for the use of the lake located on a portion of the property above described and shown on the Plat for irrigation, boating, fishing and recreational purposes.
2. A non-exclusive easement for ingress and egress and for utility lines over and across a thirty foot wide strip of land lying fifteen feet on either side of the centerline of the existing 12' gravel drive which runs across the westerly and northerly part of the property above described and which drive is also shown on the Plat.

The aforesaid easements include the right to maintain and improve the driveway and lake and to maintain and install underground and overhead utility lines in the ingress and egress easement area. Said easements are appurtenant to and benefit Grantor's other property which is located generally southerly and easterly of the property described above in the Northwest Quarter of Section 11, and the Southwest Quarter of Section 2, Township 22 South, Range 2 West, Shelby County, Alabama, and also the Northeast Quarter of the Northeast Quarter of Section 10, Township 22 South, Range 2 West. The owners of the benefitted property may use and permit others to use the aforesaid easements.