

REAFFIRMATION OF MORTGAGE AGREEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this 21st day of July, 2010, by and between Michael Bick and Courtney L. Bick, husband and wife, (hereinafter "Borrower"), and Branch Banking & Trust Company, (hereinafter "Lender").

WITNESSETH:

WHEREAS, Borrower executed a mortgage in favor of Mortgage Electronic Registration Systems, Inc., solely as nominee for Liberty Mortgage Corporation DBA BB&T Mortgage, on the 7th day of January 2005; recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20050113000022450, said mortgage having subsequently been transferred and assigned to Branch Banking & Trust Company, by instrument recorded in Instrument Number 20090728000288660, in the aforesaid Probate Office (hereinafter referred to as "Mortgage Loan"); with said mortgage securing an indebtedness with real property more particularly described in the legal description attached hereto as Exhibit "A." Said property is commonly referred to as 135 Cahaba Club Drive, Helena, AL 35080 (the "Property").

WHEREAS, Lender is the current holder of said Mortgage Loan.

WHEREAS, on or about July 17, 2009, a Foreclosure Deed was executed and recorded in connection with said Mortgage Loan and said Foreclosure Deed was filed in Instrument Number 20090728000288670 in the aforesaid Probate Office, (hereinafter "Foreclosure Deed"); and whereas Borrower and Lender hereby acknowledge that at no fault of any of the parties, said Foreclosure Deed should be declared null and void.

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the undersigned do STIPULATE, COVENANT, WARRANT, and AGREE as follows:

1. The Borrower hereby affirms that Lender's mortgage remains a valid first mortgage lien on the property and that Lender has all rights and interest granted and conveyed by Borrower to Lender in said Mortgage Loan.

2. That Borrower does hereby grant, bargain, sell and convey the Property to the Lender and Lender's successors and assigns with the power of sale, in order to reaffirm the existence of the Mortgage Loan dated January 7, 2005, along with any and all Assignments.

3. The parties hereby acknowledge that there is an outstanding principal balance due under the Mortgage Loan, the Mortgage Loan is not subject to offset or defenses, and constitutes a valid indebtedness of Borrower. Borrower agrees that borrower is responsible for all attorney fees and costs related to the reaffirmation of this mortgage loan.

4. The parties acknowledge that this Agreement is to be recorded in the Probate Office for the purpose of affirming the existence of the Mortgage Loan as if same had been fully re-executed by the parties hereto. The parties further authorize the Probate Court, if it so desires, to expunge the Foreclosure Deed from the record or in lieu thereof, to accept this Agreement as adequate notice of the continued enforceability and viability of the Mortgage Loan.

5. Borrower hereby ratifies and affirms that he has no defense, set-off, counter-claim, recoupment or other reason to delay the full enforcement of the obligations arising from or relating to said Mortgage Loan, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama. The Borrower agrees that the Mortgage Loan is valid and enforceable against

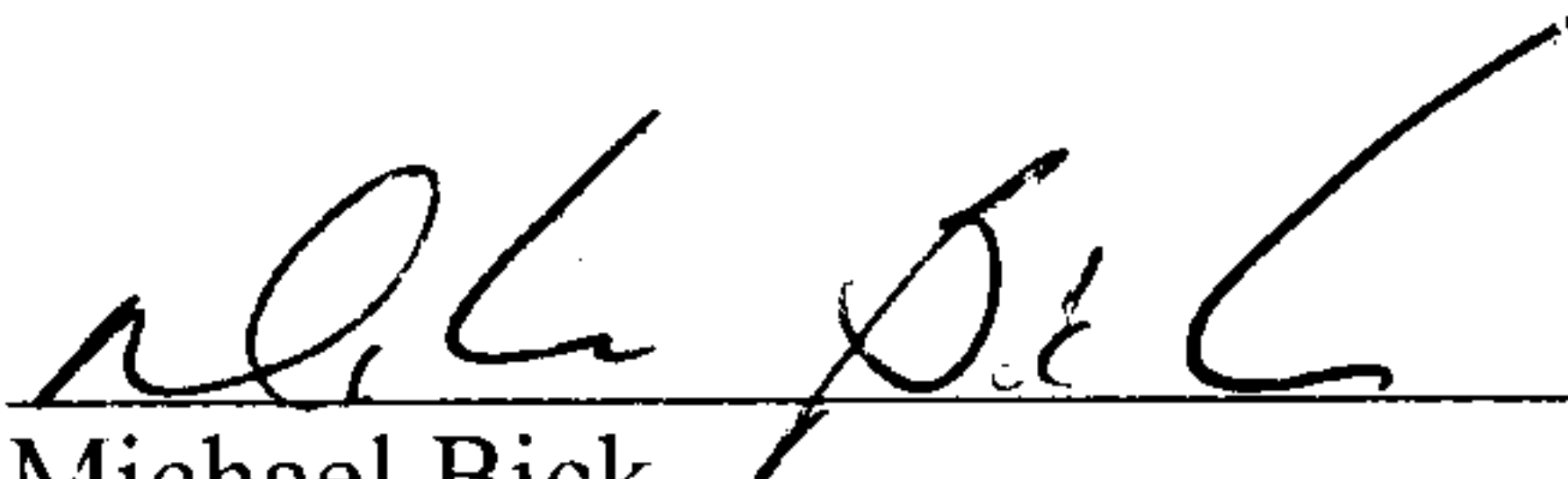
the Borrower, and further agrees that they shall cause to be executed all necessary documents needed to effectuate the terms of this Agreement.

6. Nothing contained herein shall be deemed in any way to modify the obligations of the Borrower pursuant to the terms of the Mortgage Loan unless expressly set forth herein. Except to the extent modified by this Agreement, the Borrower confirms each of the covenants, agreements, and obligations of the Borrower set forth in the Mortgage Loan, and acknowledges and agrees that if and to the extent the Lender has not heretofore required strict performance of any obligation by Borrower, such action or inaction shall not constitute a waiver of or otherwise affect in any manner the Lender's rights and remedies under the Mortgage Loan as amended hereby, including the right to require performance of those covenants, agreements, and obligations strictly in accordance with the terms and provisions thereof. This Agreement is not intended to operate and shall not be construed as a waiver of any default, whether known to the Lender or unknown, and Lender hereby reserves any and all rights it has under the Mortgage Loan.

7. The Borrower acknowledges, agrees and stipulates that he has no claim, cause of action, or set-off against the Lender of any kind whatsoever, and hereby, for good and valuable consideration, including but not limited to this Reaffirmation Agreement, release the Lender, its employees, agents and attorneys from any and all claims, causes of action, demands, and liabilities of any kind whatsoever, whether direct or indirect, fixed or contingent, disputed or undisputed, known or unknown, which Borrower has or may acquire in the future against the Lender, its employees, agents or attorneys, relating in any way to any event, circumstance, action or failure to act, from the beginning of time to the date of this Reaffirmation Agreement.

8. This Reaffirmation Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall be constituted as one and the same instrument.

Executed as of the date and year first above written.


Michael Bick

ACKNOWLEDGMENT OF BORROWER MICHAEL BICK

STATE OF ~~ALABAMA~~ Mississippi)
Lee COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael Bick, 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 21st day of July, 2010.

Sandra Williamson, Notary Public

My Commission Expires: 6-20-14





Branch Banking & Trust Company

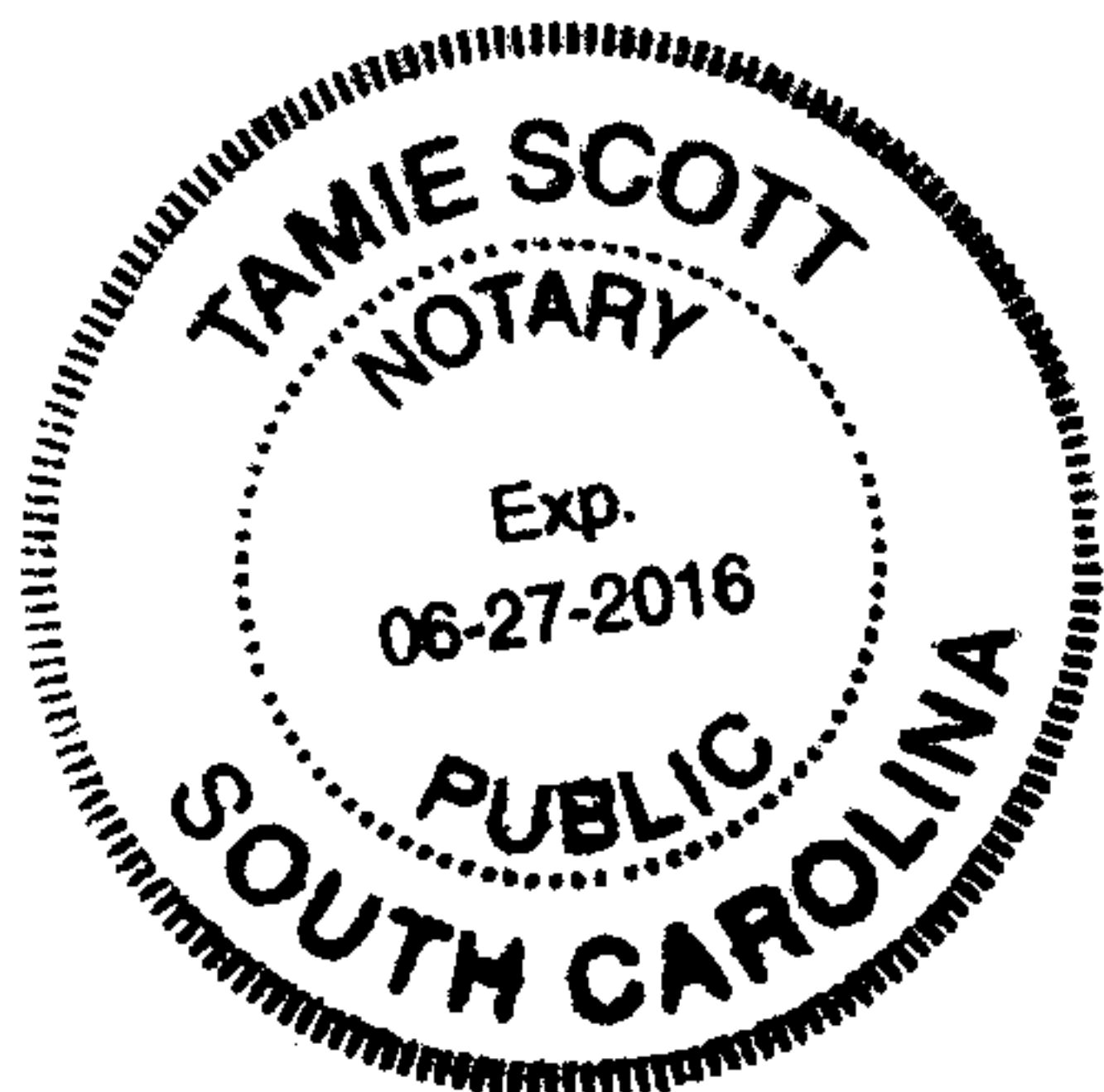
By: *RA Miller*
Its AVP

ACKNOWLEDGMENT OF BRANCH BANKING & TRUST COMPANY

STATE OF S. C.)
GREENVILLE COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that rick miller, whose name as AVP of Branch Banking & Trust Company, 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 instrument, he/she executed the same as such officer and with full authority, for the purposes therein contained as of the day the same bears date.

July, 2010. Given under my hand and official seal on this the 27 day of




Tamie Scott
Notary Public

My Commission Expires: My Commission Expires June 27, 2016



EXHIBIT "A"

Lot 909, according to the map and survey of Old Cahaba Sector 9, as recorded in Map Book 26, Page 149, in the Probate Office of Shelby County, Alabama.


20100813000260130 6/7 \$34.00
Shelby Cnty Judge of Probate, AL
08/13/2010 02:31:17 PM FILED/CERT

ALABAMA

Center for Health Statistics



20100813000260130 7/7 \$34.00
Shelby Cnty Judge of Probate, AL
08/13/2010 02:31:17 PM FILED/CERT

YM

TYPE IN PERMANENT
BLACK INK. DO NOT
USE GREEN, RED, OR
BLUE INK.

ALABAMA

CERTIFICATE OF DEATH

10-13093

State File Number 101

County
File
Number

3. <u>059035</u>	1. DECEASED—NAME First Middle Last (Type last name all capitals) <u>Courtney Leanne BICK</u>		2. DATE OF DEATH (Month, Day, Year) <u>January 27, 2010</u>		3. COUNTY OF DEATH <u>Shelby</u>
6. <u>0001</u>	4. CITY, TOWN, OR LOCATION OF DEATH AND ZIP CODE <u>Helena 35080</u>		5. INSIDE CITY LIMITS (Specify Yes or No) <u>Yes</u>	6. PLACE OF DEATH—HOSPITAL OR OTHER INSTITUTION—(If not in either, give street and number) <u>135 Cahaba Club Drive</u>	
19. <u>25</u>	7. IF HOSPITAL (Specify Inpatient, ER or Outpatient, DOA)		8. OF HISPANIC ORIGIN (Specify Yes or No) If Yes, Specify Cuban, Mexican, Puerto Rican, etc. <u>No</u>		9. RACE—(Specify American Indian, Black, White, etc.) <u>White</u>
20. <u>059035</u>	10. SEX <u>Female</u>				
26. _____	11. AGE <u>36</u> YRS.		12. UNDER 1 YEAR MOS. _____ DAYS _____ HOURS _____ MINS. _____		13. DATE OF BIRTH (Month, Day, Year) <u>February 25, 1973</u>
27. _____	14. DECEASED'S SOCIAL SECURITY NUMBER [REDACTED]				
34. <u>00000</u>	15. EDUCATION (Specify ONLY highest grade completed below) Elementary or High School (0-12) <u>12</u> College (1-4 or 5+) _____		16. MARITAL STATUS (Specify Married, Never Married, Widowed, Divorced) <u>Married</u>		17. SURVIVING SPOUSE (If wife, give maiden name) <u>Michael D. Bick</u>
	18. Was Decedent ever in Armed Forces (Specify Yes or No) <u>No</u>				
	19. STATE OF BIRTH (If not in USA, name country) <u>Mississippi</u>		20. RESIDENCE—STATE <u>Alabama</u>		21. COUNTY <u>Shelby</u>
	22. CITY, TOWN, OR LOCATION AND ZIP CODE <u>Helena 35080</u>				
	23. INSIDE CITY LIMITS (Specify Yes or No) <u>Yes</u>		24. STREET AND NUMBER <u>135 Cahaba Club Dr.</u>		25. INFORMANT—Name and Address <u>Michael D. Bick</u> <u>135 Cahaba Club Dr. Helena, AL. 35080</u>
	26. USUAL OCCUPATION (Give kind of work done during most of working life even if retired) <u>Dental Assistant</u>		27. KIND OF BUSINESS OR INDUSTRY <u>Dentist</u>		
	28. FATHER—NAME First Middle Last <u>James D. Cook Jr.</u>		29. MAIDEN NAME OF MOTHER—First Middle Last <u>Sandra Sanders</u>		
	30. DISPOSITION OF BODY (Specify Burial, Cremation, Medical Donation, Hospital Disposal, Other) <u>Cremation</u>		31. DATE OF DISPOSITION (Month, Day, Year) <u>February 1, 2010</u>		32. CEMETERY OR CREMATORY—Name <u>Lowndes Crematory</u>
	33. LOCATION—(City or Town—State) <u>Columbus, MS.</u>				
	34. FUNERAL HOME—Name and Address <u>Welch Funeral Home</u> <u>201 W. Lamkin St. Starkville, MS. 39759</u>		35. FUNERAL DIRECTOR—Signature <u>Allen Goodwin</u>		36. DATE SIGNED BY FUNERAL DIRECTOR <u>Feb. 3, 10</u>
	37. — Certifying Physician (Physician certifying cause of death) "To the best of my knowledge death occurred at the time and date, and due to the cause(s) and manner stated." — Medical Examiner / Coroner "On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, place, and due to the cause(s) and manner stated." Signature: <u>Diana S. Hawkins</u>		38. DATE SIGNED (Month, Day, Year) <u>04-14-2010</u>		
	39. TIME AND DATE OF DEATH <u>06:50 01-27-10</u>		40. DATE AND TIME PRONOUNCED DEAD (For Coroner/M.E. use only) <u>01-27-10 06:50</u>		41. NAME AND TITLE OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 46) <u>Diana S. Hawkins—Coroner</u>
	42. ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 46) <u>P.O. Box 1321 Columbiana, AL. 35051</u>		43. CERTIFIER LICENSE NUMBER		
	44. REGISTRAR—Signature <u>Sheila Keller</u> For State or County use only		45. DATE FILED (Month, Day, Year) <u>April 20, 2010</u>		

MEDICAL CERTIFICATION

46. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. LIST ONLY ONE CAUSE ON EACH LINE. IMMEDIATE CAUSE (Final disease or condition resulting in death) → <u>Multiple Drug Overdose</u>		APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH hours
a. DUE TO (OR AS A CONSEQUENCE OF):		
b. DUE TO (OR AS A CONSEQUENCE OF):		
c. DUE TO (OR AS A CONSEQUENCE OF):		
d. DUE TO (OR AS A CONSEQUENCE OF):		
47. PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.		48. WAS THERE A PREGNANCY IN LAST 42 DAYS? (Specify Yes, No, or Unk.)
49. MANNER OF DEATH (Specify—Accident, Homicide, Suicide, Undetermined Circumstances, Pending Investigation, Natural Cause) <u>Accident</u>		50. AUTOPSY (Specify Yes or No) <u>Yes</u>
51. If yes, were findings considered in determining cause of death? (Specify Yes or No) <u>Yes</u>		
52. HOW INJURY OCCURRED (Enter nature of injury in Item 46, Part I or Item 47, Part II)		53. DATE OF INJURY (Month, Day, Year)
54. HOUR OF INJURY M.		
55. INJURY AT WORK (Specify Yes or No)	56. PLACE OF INJURY—(Specify at home, farm, street, factory, office building, etc.)	57. LOCATION OF INJURY (Street or R.F.D. No., City or Town, State)

This is a legal record and must be filed within five (5) days after death.

APR 22 2010

ADPH-HS 2/Rev. 11-93

This is an official certified copy of the original record filed in the Center of Health Statistics, Alabama Department of Public Health, Montgomery, Alabama. 2010-226-066-2

Catherine M. Donald

Catherine Molchan Donald
State Registrar of Vital Statistics

April 27, 2010

ANY ALTERATIONS VOID THIS DOCUMENT

SSN:

NAME OF DECEASED

MO