


INSTRUMENT PREPARED BY:  
Mitchell A. Spears  
Attorney at Law  
P. O. Box 119  
Montevallo, AL 35115  
(205)665-5076

  
20100816000261180 1/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
08/16/2010 01:32:34 PM FILED/CERT

**MORTGAGE MODIFICATION AGREEMENT**

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

This Mortgage Modification Agreement is made and entered into by and between John P. Roper and Patricia G. Roper, husband and wife, whose address is 4653 Highway 25, Montevallo, AL 35115 (hereinafter referenced as "Mortgagors") and Community South Bank, whose address is 625 S. Gay Street, Suite 450, Knoxville, TN 37902 (hereinafter referenced as "Mortgagee"), this 12th day of August, 2010.

WHEREAS, Mortgagors, on November 19, 2007, executed a Mortgage in favor of Mortgagee to secure Mortgagors' indebtedness against certain real property situated in Shelby County, Alabama, same of which was recorded in the Office of the Probate Judge, Shelby County, Alabama, at Instrument Number 20071126000535540, on November 26, 2007; and

WHEREAS, Mortgagors executed said Mortgage specifically for the purpose of securing Mortgagee's interest in and to said real property; and

WHEREAS, the legal description of said property secured by said Mortgage is more particularly described, as follows:

Lot 2A, according to Roper's survey as recorded in Map Book 39, Page 20, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama. Property address: 4653 Highway 25, Montevallo, Alabama 35115; and

WHEREAS, Mortgagors have requested of Mortgagee that Mortgagee release 0.12 acre, more or less, of real property from said Mortgage, without releasing any improvements to said real property, and that Mortgagee retain a Mortgage upon 1.1 acre upon the identical property (except for the property to be released), as described

by a new survey, same of which has been recorded at Map Book 41, Page 131, in the Office of the Probate Judge, Shelby County, Alabama, more particularly described as follows:

Lot 2, according to Tractor Supply Company Resurvey of Roper's survey, as recorded in Map Book 41, Page 131, in the Office of the Probate Judge, Shelby County, Alabama; and

WHEREAS, the purpose of the requested Mortgage Modification is to allow Mortgagors to convey adjacent property which they own to BT Montevallo Associates, LLC, or its assignee, in compliance with the needs of said purchaser and zoning requirements of the City of Montevallo, Alabama; and

WHEREAS, Mortgagee has agreed to allow a modification of its original Mortgage, as hereinabove referenced, in consideration of a principal reduction in the amount of \$25,000.00;

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, as well as other good and valuable consideration, which Mortgagors and Mortgagee deem to be sufficient, Mortgagors and Mortgagee do hereby agree, as follows:

1. The recitals set forth herein shall not be construed as mere recitals, but shall constitute an integral part of this Agreement.

2. Upon Mortgagors' consummation of their proposed sale of certain real property adjacent to the property which is the subject of this Agreement, to BT Montevallo Associates, LLC, or its assignee, Mortgagee shall allow Mortgagors to modify their existing mortgage with Mortgagee by modifying the legal description of the real property maintained under Mortgage with said Mortgagee, in consideration of the payment of \$25,000.00, to serve to reduce the principal indebtedness of Mortgagors to Mortgagee.

3. Upon Mortgagee's receipt of said \$25,000.00 principal reduction payment from Mortgagors, Mortgagee shall ratify the terms of this Mortgage Modification Agreement, whereby, Mortgagee shall retain a security interest in and to the real property specifically described, as follows:



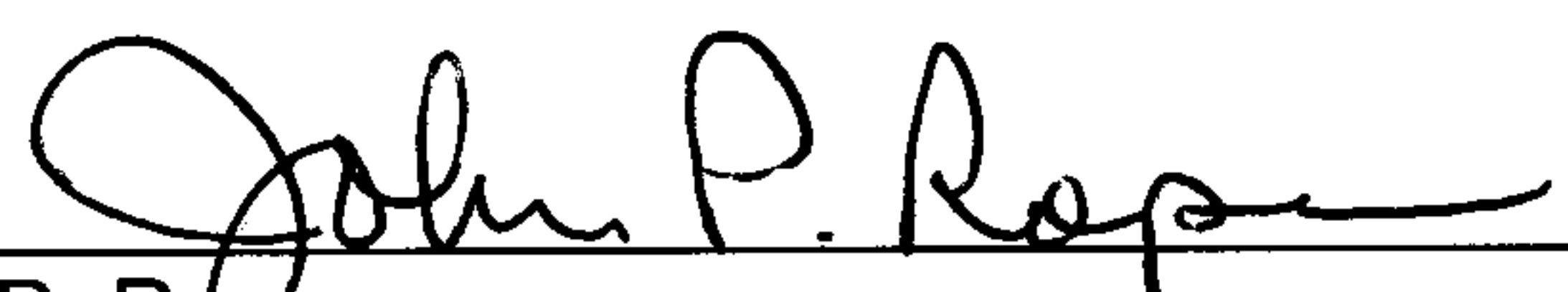
Lot 2, according to Tractor Supply Company Resurvey of Roper's survey, as recorded in Map Book 41, Page 131, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama. Property address: 4653 Highway 25, Montevallo, Alabama 35115.

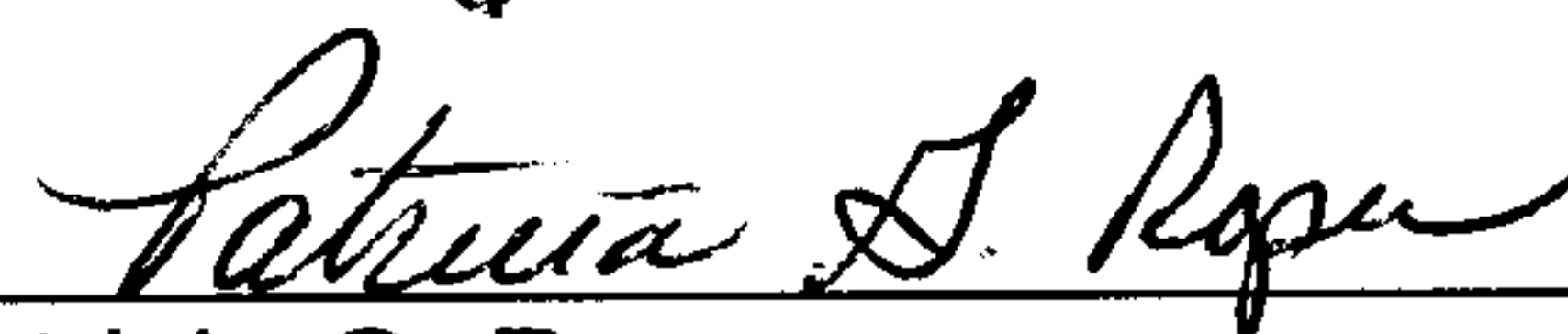
4. Mortgagors do hereby acknowledge and confirm that the parcel being released from Mortgagee's said mortgage does not contain any of the improvements to the "Huddle House Property" located at the aforementioned address, and Mortgagors shall hold Mortgagee harmless and indemnify Mortgagee for and from any and all injuries and/or damages pertaining to this representation.

5. Except for the modification of the legal description of the real property in which Mortgagee maintains a secured interest under its original Mortgage, as modified herein, as well as the fact that the amount of Mortgagors' total indebtedness to Mortgagee upon Loan Number 7659 will be reduced in the amount of \$25,000.00, all other terms and provisions of the original Mortgage first referenced above shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this 12th day of August, 2010.

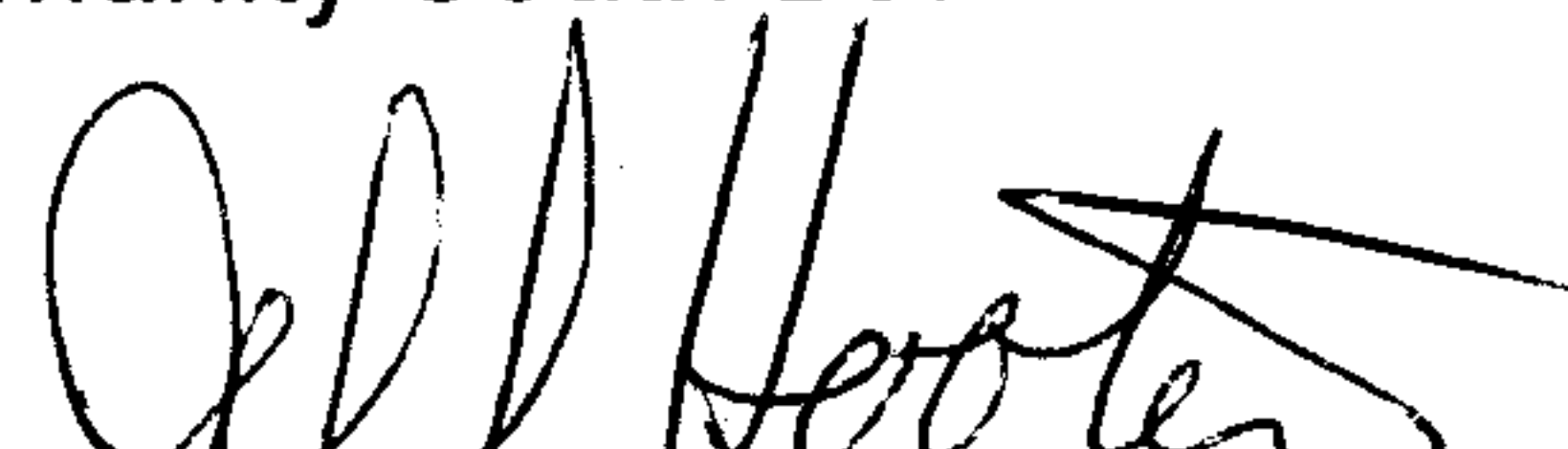
**MORTGAGORS:**

  
\_\_\_\_\_  
John P. Roper

  
\_\_\_\_\_  
Patricia G. Roper

**MORTGAGEE:**

Community South Bank

  
\_\_\_\_\_  
By: Jeff Hooten  
Its: Assistant Vice President


STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **John P. Roper and Patricia G. Roper**, whose names are signed to the foregoing Mortgage Modification Agreement and who are known to me, acknowledged before me, on this day, that being informed of the contents of the Mortgage Modification Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of August, 2010.

Mitchell A. Spears  
Notary Public Mitchell A. Spears  
My commission expires: 8/13/13

STATE OF TENNESSEE )  
COUNTY OF KNOX )

  
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I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Jeff Hooten**, whose name, as Assistant Vice President of Community South Bank, is signed to the foregoing Mortgage Modification Agreement and who is known to me, acknowledged before me, on this day, that being informed of the contents of the Mortgage Modification Agreement, he executed the same, in said capacity, on the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of August, 2010.



Wanda Curry  
Notary Public  
My commission expires: February 5, 2013