



20111024000317620 1/4 \$147.90
Shelby Cnty Judge of Probate, AL
10/24/2011 03:29:53 PM FILED/CERT

Prepared by: Beth Bolton
Return to: R. Carter
400 N Tampa St
Suite 2440
Tampa FL 33602

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 30th day of August, 2011 by and between Branch Banking and Trust Company, [formerly known as _____],
a North Carolina Banking Corporation having an address at P.O. Box 1290, Whiteville, NC, 28472 ("Lender"), and,
RIXJA R VLACH and THOMAS R VLACH
having an address of 169 BELMONT DR., ST. JOHNS, FL 32259 ("Mortgagor").

WITNESSETH:

WHEREAS, Mortgagor and Lender have heretofore entered into a loan transaction ("Loan") evidenced by a Promissory Note dated 07/01/2010 in the original principal sum of \$ 85,000.00 ("Note"), which Loan is secured by that certain Alabama Mortgage dated 01/31/11 ("Mortgage") from Mortgagor, recorded 02/03/11, at Deed Book _____, Page _____ (or Instrument Number 1102030000387), 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 \$ 84,543.38.
3. The Loan Documents are hereby amended as follows:

☒ The maturity date of the Note is extended from 08/01/2011
to a new maturity date of 02/22/2012; 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):

Beth Bolton
Witness

Beth Bolton
Witness

Witness

Witness

Ina Bateh
Witness

Rixja R Vlach (SEAL)
RIXJA R VLACH

Thomas R Vlach (SEAL)
THOMAS R VLACH

(SEAL)

(SEAL)

LENDER:

BRANCH BANKING AND TRUST COMPANY,
a North Carolina Banking Corporation

By: Beth Bolton (SEAL)

Name: ELIZABETH T BOLTON (Beth)

Title: PFS ADVISOR II

Acknowledged and Agreed
(if different than Mortgagor):

BORROWER(S):

(SEAL)

(SEAL)

Acknowledged and Agreed
GUARANTOR(S):

(SEAL)

(SEAL)

Witness

Witness

Witness

Witness

STATE OF Florida

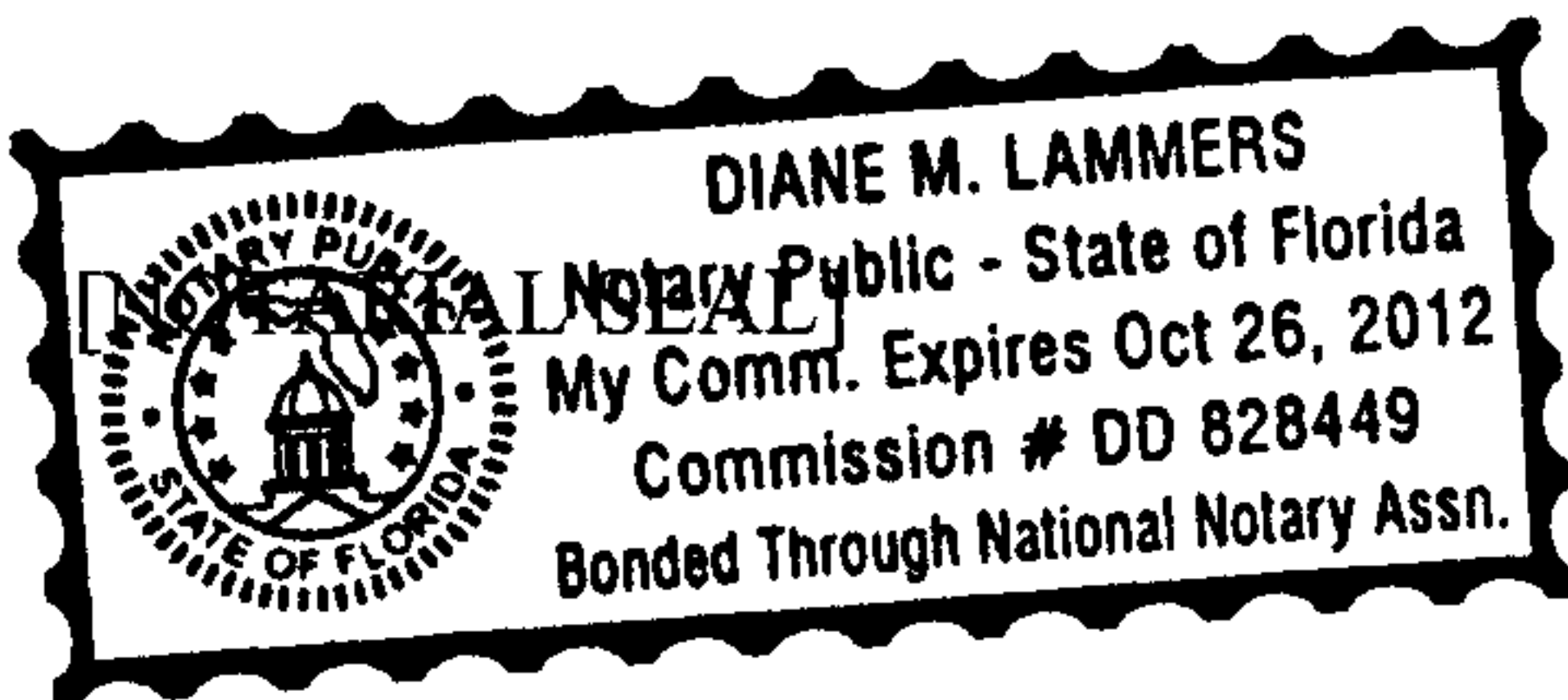
COUNTY OF St. John

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rixja Vlach and Thomas Vlach, 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 30th day of August, 2011.

Diane Lammers
Notary Public

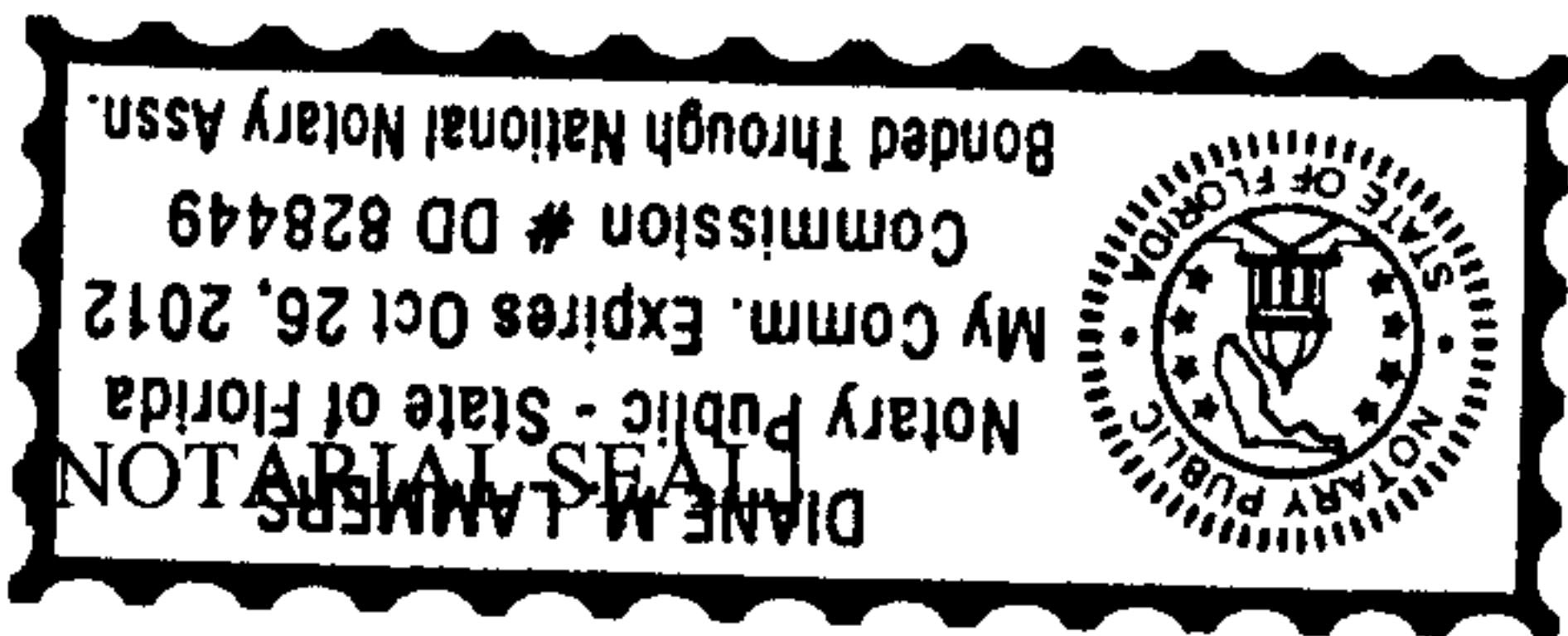
My Commission Expires: 10/26/2012



STATE OF Florida
COUNTY OF St. Johns

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Elizabeth (Beth) Bolton, whose name as Vice President 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 30th day of August, 2011.



Diane Lamers
Notary Public

My Commission Expires: 10/26/2012

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, 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 _____ day of _____, _____.

[NOTARIAL SEAL]

Notary Public

My Commission Expires: _____

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

PART OF LOT 10, LAKE PROVIDENCE, AS RECORDED IN MAP BOOK 24, PAGE 73, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, THENCE PROCEED NORTH 89 DEGREES 33 MINUTES 17 SECONDS WEST ALONG THE NORTH BOUNDARY OF SAID SECTION FOR A DISTANCE OF 1398.07 FEET TO A PINE KNOT PLACE ACCEPTED AS THE NORTHWEST CORNER OF THE NORTHEAST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH OF SAID SECTION 7; THENCE PROCEED SOUTH 46 DEGREES 05 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 10.72 FEET TO THE POINT OF BEGINNING; FROM THIS BEGINNING POINT CONTINUE SOUTH 46 DEGREES 05 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 342.14 FEET; THENCE PROCEED SOUTH 50 DEGREES 22 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 1726.78 FEET; THENCE PROCEED SOUTH 63 DEGREES 49 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 790.09 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SHELBY COUNTY HIGHWAY NUMBER 41; THENCE PROCEED NORTHEASTERLY ALONG THE NORTHERLY RIGHT OF WAY OF SAID HIGHWAY FOR A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 15 MINUTES 20 SECONDS EAST, 26.45 FEET; THENCE PROCEED NORTH 63 DEGREES 49 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 576.74 FEET; THENCE PROCEED NORTH 45 DEGREES 54 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 758.01 FEET; THENCE PROCEED NORTH 36 DEGREES 46 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 303.95 FEET; THENCE PROCEED NORTH 49 DEGREES 49 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 521.46 FEET; THENCE PROCEED NORTH 59 DEGREES 54 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 623.66 FEET TO THE POINT OF BEGINNING.


THE ABOVE DESCRIBED LAND IS LOCATED IN THE NORTHEAST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

TOGETHER WITH ALL AND SINGULAR THE TENAMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING OR IN ANYWISE APPERTAINING IN FEE SIMPLE.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO THOMAS R. AND RIXJA R. VLACH, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE FROM WILLIAM TIMOTHY DENTON, SR., MARRIED NOT HOMESTEAD BY DEED DATED 08/14/06 AND RECORDED 08/23/06 IN INSTRUMENT NO. 20060823000411460, IN THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 04 3 07 0 000 001 004
THOMAS R. AND RIXJA R. VLACH, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE

321 LAKE PROVIDENCE, LEEDS AL 35094
Loan Reference Number : 916244605009001/8510506
First American Order No: 42280051
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES


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