

THIS INSTRUMENT PREPARED BY:
Justin B. Little, Esq.
**who makes no representation as to
status of title or to matters which
would be disclosed by a current survey.**
REYNOLDS, REYNOLDS & LITTLE, LLC
Post Office Box 2863
Tuscaloosa, Alabama 35403-2863
205-391-0073
File No. 1049.0060

STATE OF ALABAMA § REINSTATEMENT OF MORTGAGE AND
 § CONFIRMATION OF LIEN AGREEMENT
SHELBY COUNTY §

This Reinstatement of Mortgage and Confirmation of Lien Agreement (“Agreement”) is made and entered into this 26th day of April, 2013 by and among First Federal Bank (“FFB”), and Terry Brownell (“Borrower”) (FFB and Borrower, collectively referred to as the “Parties”).

W-I-T-N-E-S-S-E-T-H:

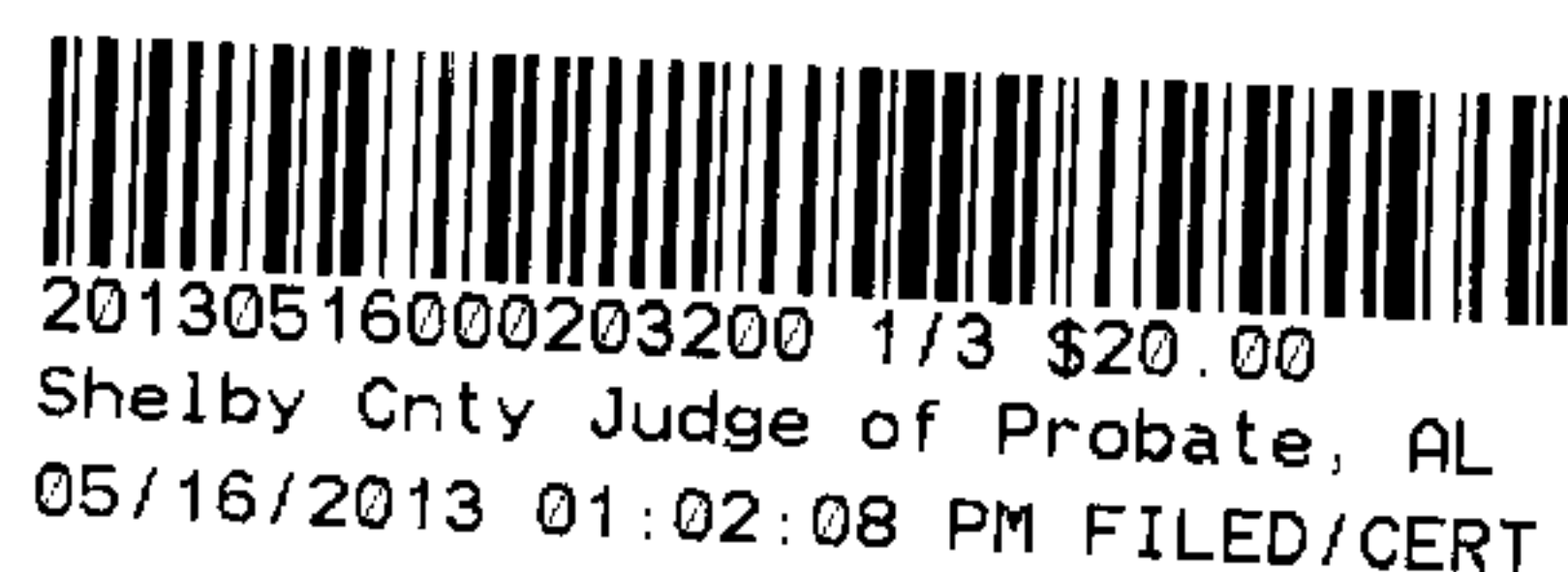
WHEREAS, on January 20, 2005, Borrower executed and delivered to FFB that certain promissory note in the original principal amount of \$285,000.00 (“Note”), which said Note is secured by that certain Future Advance Mortgage recorded on February 7, 2005 in **Instrument No. 20050207000061700**, and the Amendment to Mortgage recorded on March 16, 2007 in **Instrument No. 20070316000120800**, all in the Probate Office of Shelby County, Alabama; and

WHEREAS, FFB inadvertently filed that certain Corporate Cancellation and Release Mortgage recorded on April 11, 2008 in **Instrument No. 20080411000147540** in said Probate Office (“Cancellation and Release”); and

WHEREAS, the Parties desire to execute and deliver this Agreement for recording in order to confirm that the lien of the Mortgage evidenced by the Mortgage, and that the indebtedness secured by the Mortgage remains in full force and effect;

NOW THEREFORE, for good and mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Cancellation and Release is null and void and has no legal effect.
2. This Agreement will not constitute a release, an accord and satisfaction or novation, nor operate in any fashion so as to discharge, limit, waive or impair any obligation of Borrower as set forth in the original loan documents executed in connection with the Note and Mortgage (the “Loan Documents”) or impair or limit any rights of Mortgagee contained therein.
3. The Note, Mortgage and Loan Documents shall remain in full force and effect,



unaffected, unchanged, and unimpaired by this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on this the 26th day of April, 2013.

FIRST FEDERAL BANK

By: [Signature]

Name: H Kelley Ouzts

Its: SR V.P.

CONSENTED TO AND ACCEPTED BY:

[Signature]
Terry Brownell

STATE OF ALABAMA

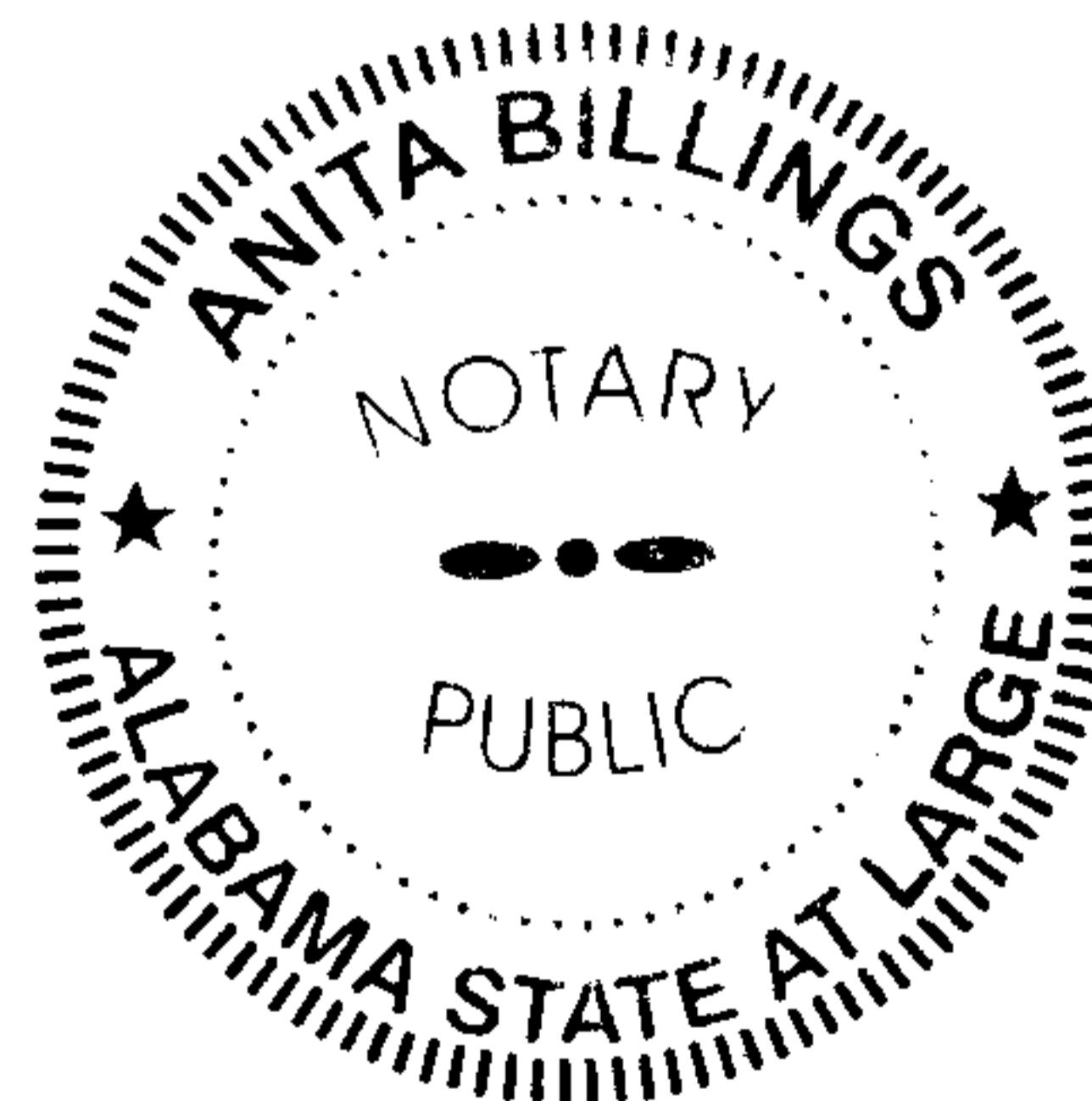
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COUNTY OF TUSCALOOSA

I, the undersigned, a Notary Public in and for said County and State, hereby certify that H Kelley Ouzts, whose name as SR V.P. of First Federal Bank, a 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 conveyance, he/she did execute the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 26 day of April, 2013.

[Signature]
Notary Public
My Commission Expires: 09-06-2016




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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA

COUNTY OF

Tuscaloosa

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I, the undersigned, a Notary Public in and for said County and State, hereby certify that Terry Brownell, 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 instrument, he did execute the same voluntarily on the day the same bears date.


Given under my hand and official seal this 26th day of April, 2013.

Notary Public

My Commission Expires:

[Signature]
2/7/2016

Reinstatement of Mortgage and Confirmation of Lien Agreement.1049.0060.docx


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Shelby Cnty Judge of Probate, AL
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