

**NOTE TO PROBATE COURT:** This Agreement is being filed in Shelby County, Alabama as security for indebtedness on which the mortgage tax has previously been paid as described herein.

**CORRECTIVE MORTGAGE AND AFFIRMATION AGREEMENT**

**THIS CORRECTIVE MORTGAGE AND AFFIRMATION AGREEMENT** (“this Agreement”) dated as of September **24**, 2015 is entered into by **MCNEILL & STORM PROPERTIES, INC.**, an Alabama corporation, (the “Grantor”) and **REGIONS BANK**, an Alabama banking corporation, as successor by merger of **AMSOUTH BANK** (the “Lender”).

**Recitals**

A. The Grantor and the Lender are parties to: i) that certain Mortgage dated March 17, 2005 granted by Grantor in favor of Lender recorded in Instrument 20050620000305560 in the Probate Court of Shelby County, Alabama (the “Mortgage”) for property in Shelby County, Alabama as more particularly set forth in Exhibit A (the “Property”).

B. The Mortgage contained a typographical error stating that the mortgage was limited to \$44,000, when the Mortgage clearly states the Grantor is justly indebted to the Lender in the principal sum of Five Hundred Forty Four Thousand and 00/100 dollars (\$544,000.00) as evidenced by that certain promissory note or guaranty agreement of even date as the Mortgage. The Grantor has agreed to correct and affirm the Mortgage subject to the terms set forth herein.

**Agreement**

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Grantor and the Lender hereby agree that the Mortgage is hereby amended as follows:

1. **Rules of Construction.** For the purposes of this Agreement, the rules of construction shall be the same as set forth in the Mortgage.
2. **Modification.** The Mortgage shall be modified as follows:
  - a. Any reference to loan amount contained in the Mortgage shall be deemed for informational purposes only and shall in no way serve as a limit on the indebtedness secured by said Mortgage.
  - b. Notwithstanding anything contained in the Mortgage, the obligations owed to Lender that the Mortgage secures shall be any and all indebtedness owed by McNeill & Storm Properties, Inc.
3. **Definitions.** All references in the Mortgage and this Agreement to “this Agreement” or “this Mortgage” shall refer to the Mortgage as amended hereby.
4. **Consents, Registrations, Approvals, etc.** No registration with or consent or approval of, or other action by, any person, corporation or governmental authority is required for the execution,

delivery and performance of this Agreement, or any of the other documents executed in connection with the Mortgage or this Agreement by the Grantor.

5. Mortgage to Remain. Except as expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms.


6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this Agreement by executing any one or more such counterparts.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

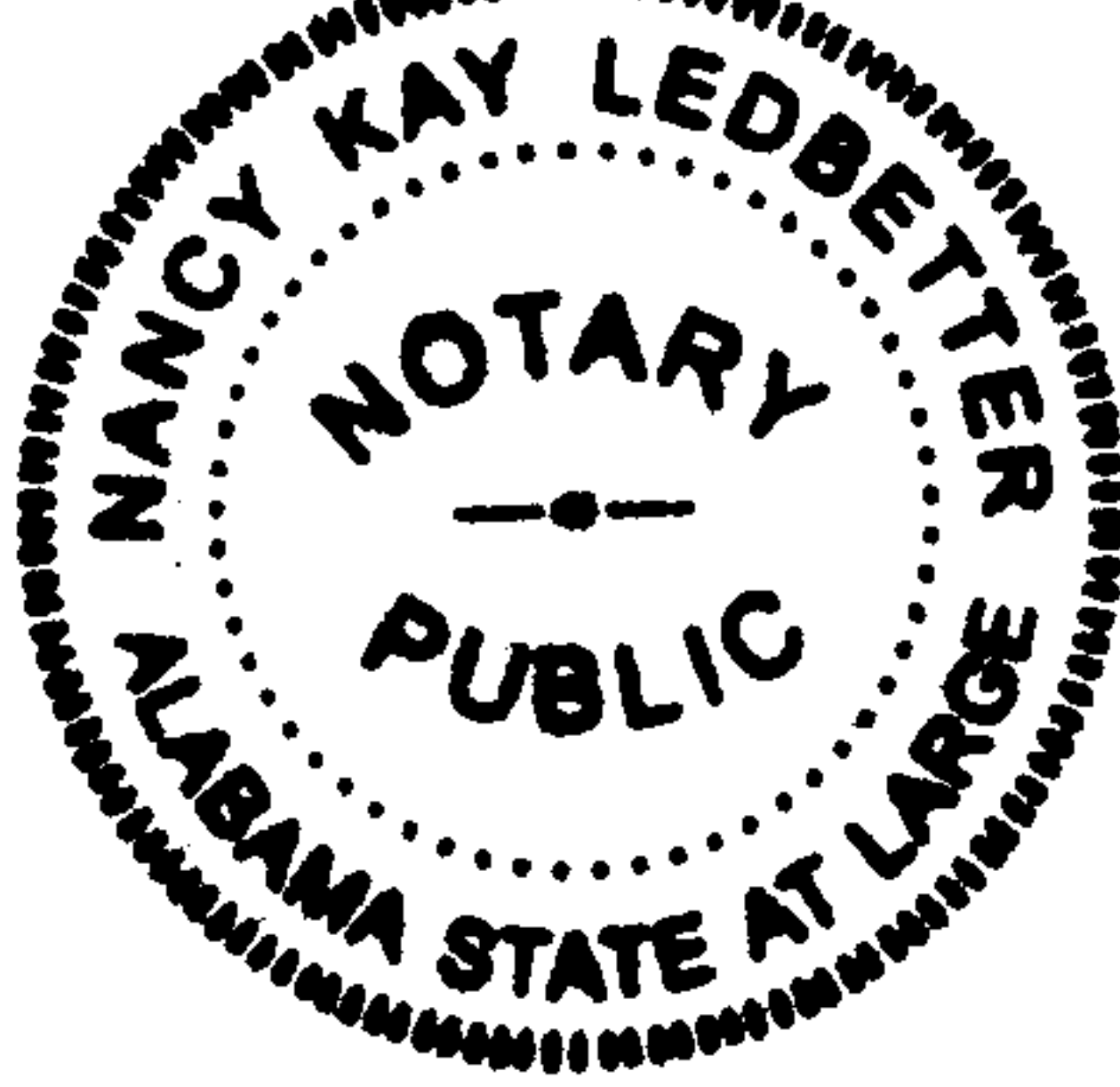
8. Headings. The headings and captions used in this Agreement are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Agreement.

9. Enforceability. If any provision of this Agreement is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Lender to effectuate the provisions hereof.

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Shelby Cnty Judge of Probate, AL  
09/29/2015 08:24:04 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the date set forth herein.



**GRANTOR:**

**MCNEILL & STORM PROPERTIES, INC.**

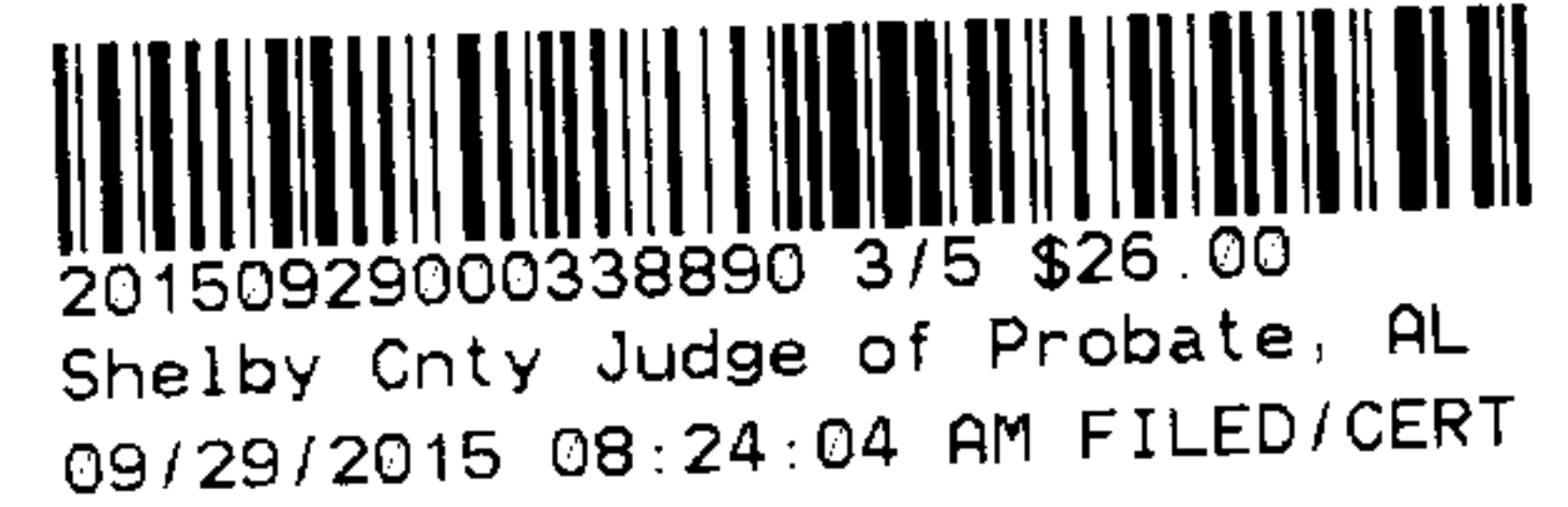
By: \_\_\_\_\_

**RICHARD P. STORM**

**Its: President**

STATE OF ALABAMA )

Shelby COUNTY )



I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RICHARD P. STORM, whose name is signed to the foregoing instrument, as PRESIDENT of MCNEILL & STORM PROPERTIES, INC. and who is: ☒ known to me; or ☐ provided identification of

acknowledged before me on this day that, being informed of the contents of said instrument, he with full authority, executed the same voluntarily for and on behalf of the corporation.

Given under my hand and official seal, this the 24<sup>th</sup> day of September, 2015.

My Commission Expires: 10/8/18

Nancy Kay Ledbetter  
Notary Public



**LENDER:**

**REGIONS BANK, an Alabama banking corporation,  
as successor by merger of AmSouth Bank**

By: \_\_\_\_\_

**Name: Terrell H. Barkley**

**Its: Vice President**



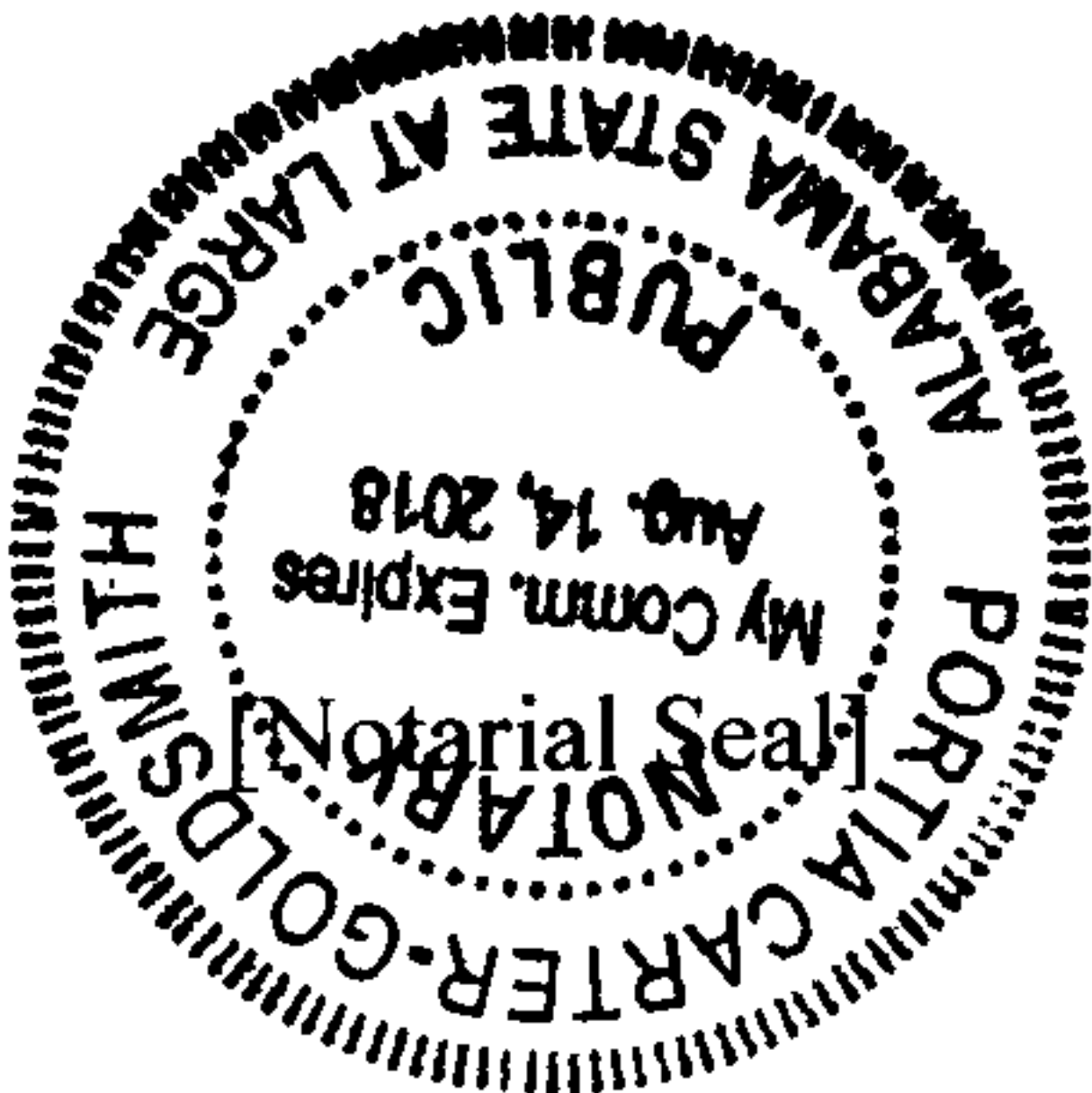
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**STATE OF ALABAMA        )**

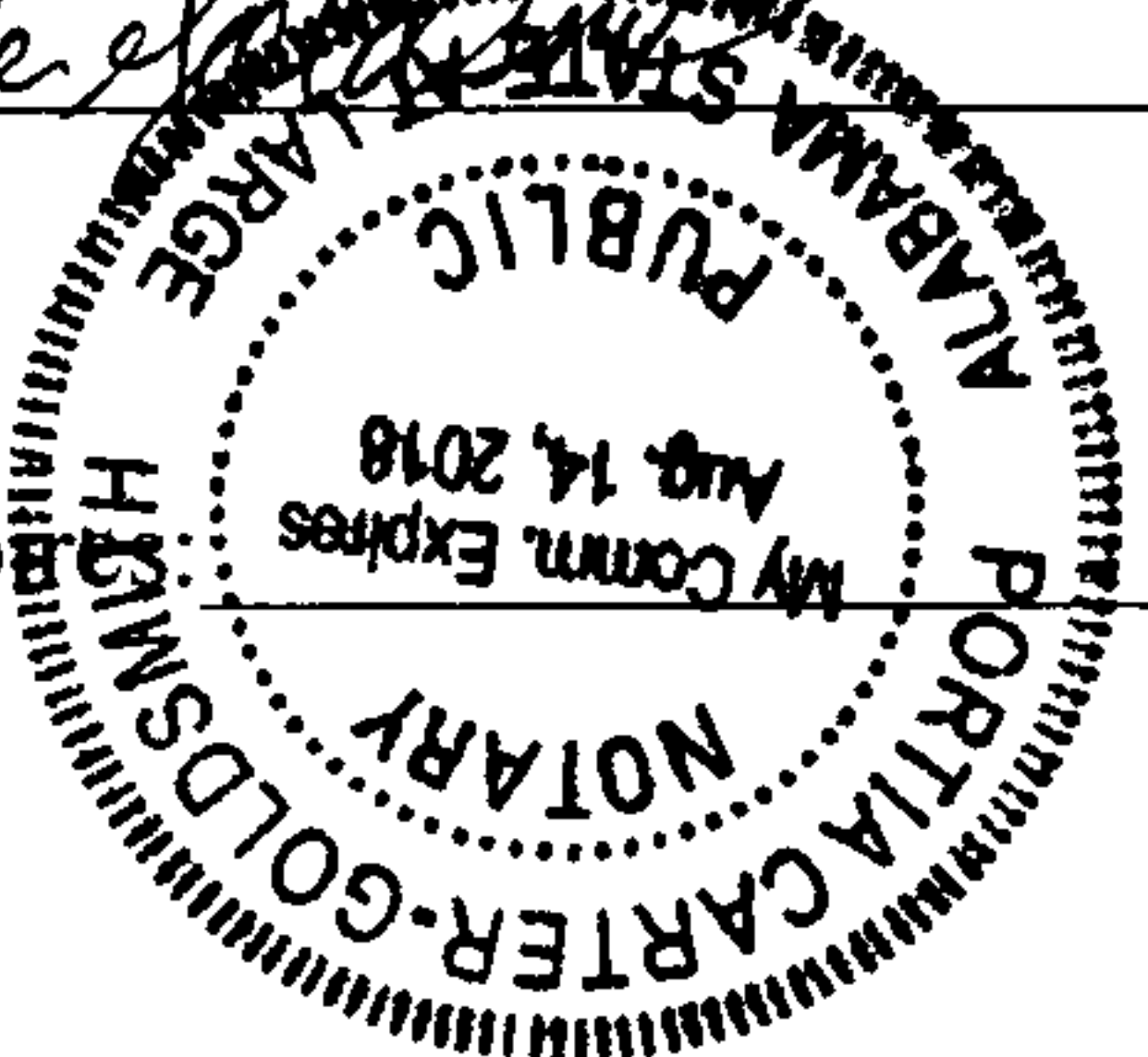
**JEFFERSON COUNTY        )**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that TERRELL H. BARKLEY, whose name as VICE PRESIDENT of REGIONS BANK, an Alabama banking corporation, as successor by merger of AmSouth Bank, 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 Agreement, he, as such officer and with full authority, executed the same voluntarily for, and as the act of, said banking corporation.

Given under my hand and official seal, this the 28<sup>th</sup> day of September, 2015.



\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_  


This instrument was prepared by:

Donna Knotts Byrd, Esq.  
WALDING, LLC  
2227 First Avenue South  
Suite 100  
Birmingham, Alabama 35233

## **EXHIBIT A**

Lot 1, according to the Survey of Valdawood, as recorded in Map Book 8, Page 6, in the Probate Office of Shelby County, Alabama.

