



20130815000332360 1/4 \$158.00
Shelby Cnty Judge of Probate, AL
08/15/2013 09:24:33 AM FILED/CERT

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NMLS COMPANY IDENTIFIER: **529816**
NMLS ORIGINATOR IDENTIFIER: **642224**

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **14th day of March, 2013**, between **EARL NIVEN JR.**, whose address is **91 Timber Trail, CHELSEA, Alabama 35043**, and **GAY NIVEN**, whose address is **91 Timber Trail, CHELSEA, Alabama 35043** ("Mortgagor"), and **Merchants & Farmers Bank** whose address is **16623 HIGHWAY 280, CHELSEA, Alabama 35043** ("Lender").

Merchants & Farmers Bank and Mortgagor entered into a Mortgage dated **January 25, 2008** and recorded on **July 3, 2008**, filed for record in records of **JUDGE OF PROBATE of SHELBY COUNTY**, State of Alabama, with recorder's entry number **20080703000271630** ("Mortgage"). The Mortgage covers the following described real property:

Address: **91 Timber Trail, CHELSEA, Alabama 35043**

Legal Description: **SEE ATTACHED EXHIBIT "A"**

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- **THE MATURITY DATE OF THE DEED OF TRUST IS EXTENDED UNTIL 04/15/2018.**

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-

signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

ADDITIONAL PROVISIONS. BORROWER: EARL NIVEN, JR.

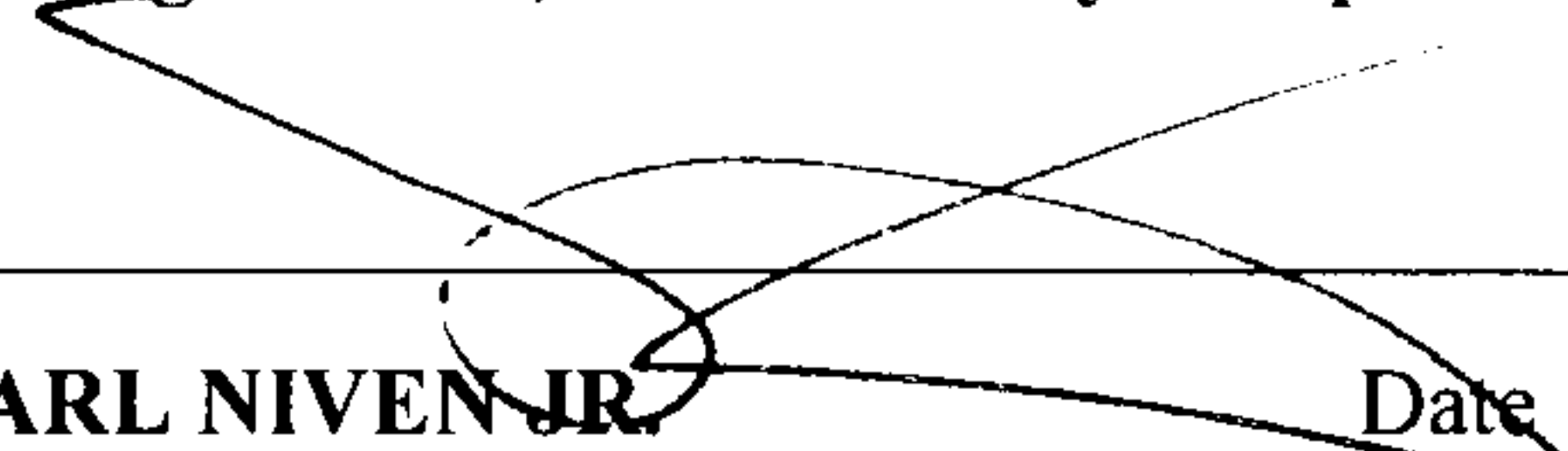
GAY NIVEN

NOTE # 329933120

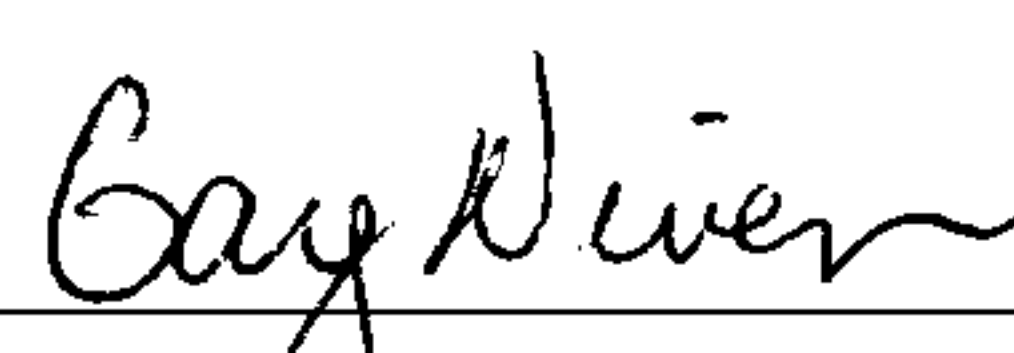
IN THE AMOUNT OF \$90,000.00

MATURITY DATE 04/15/2018

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.




EARL NIVEN JR. Date 3-14-13



GAY NIVEN Date 3-14-13

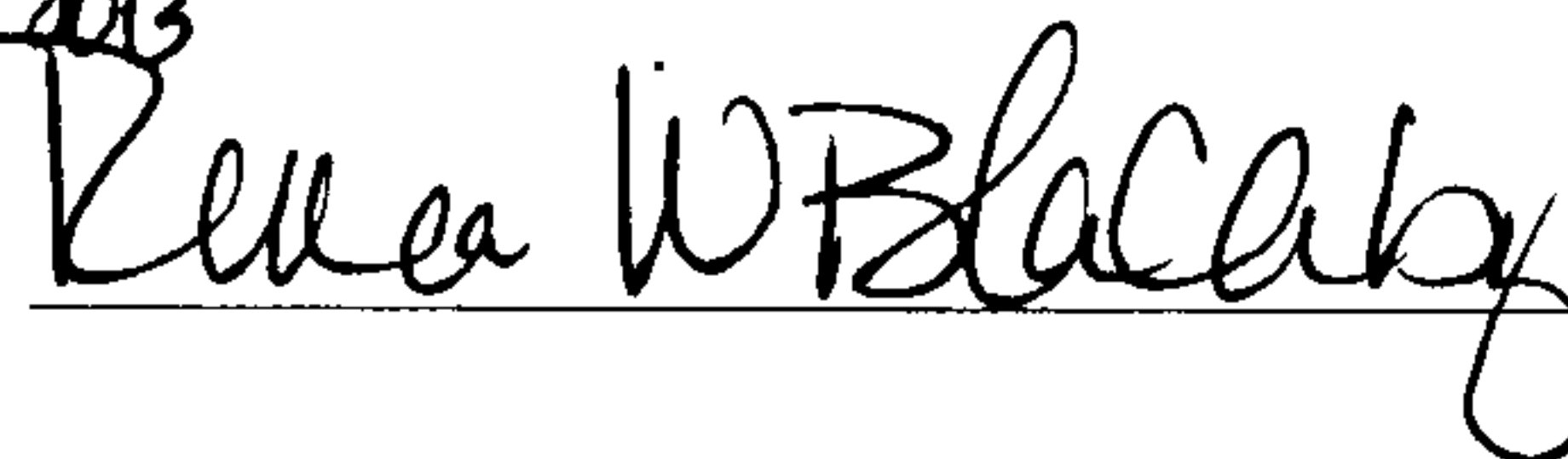
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, , a notary, do hereby certify that EARL NIVEN JR., and GAY NIVEN, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 14th day of March 2013.

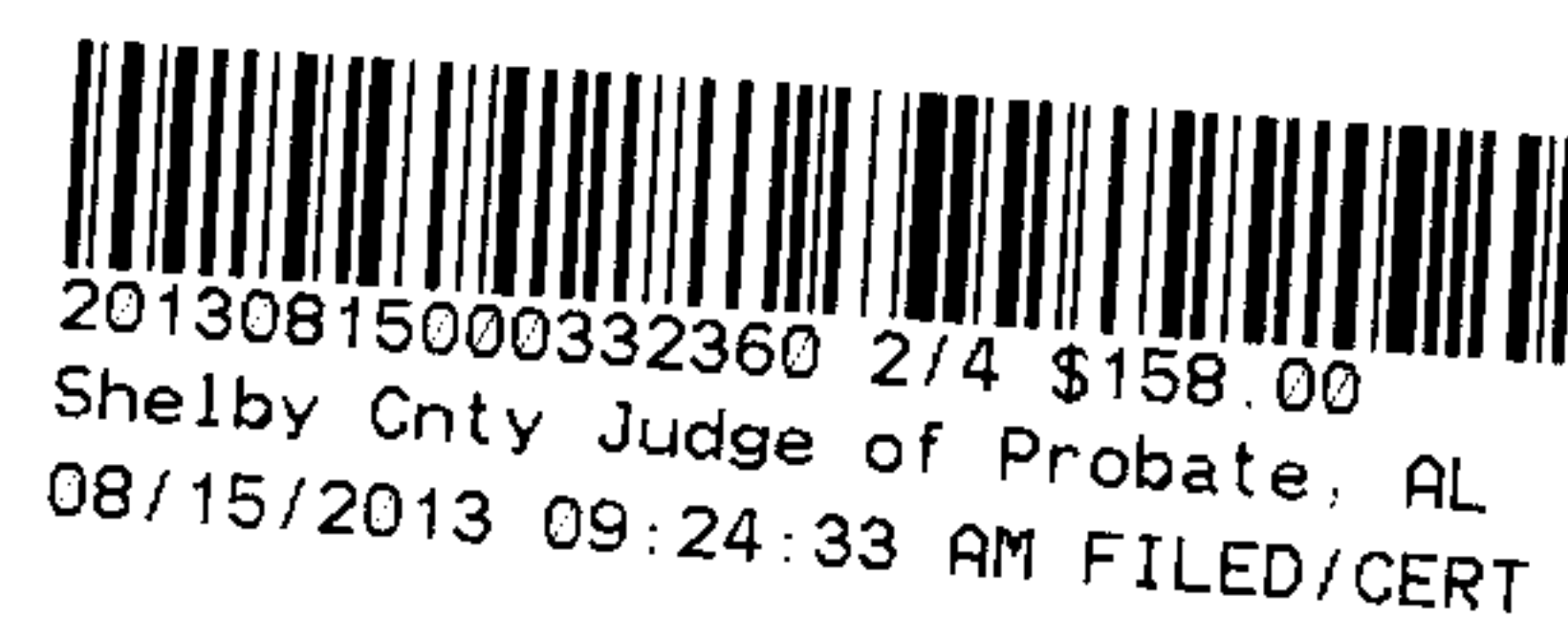
My commission expires:

NOTARY PUBLIC EXPIRATION DATE:
APRIL 5, 2016

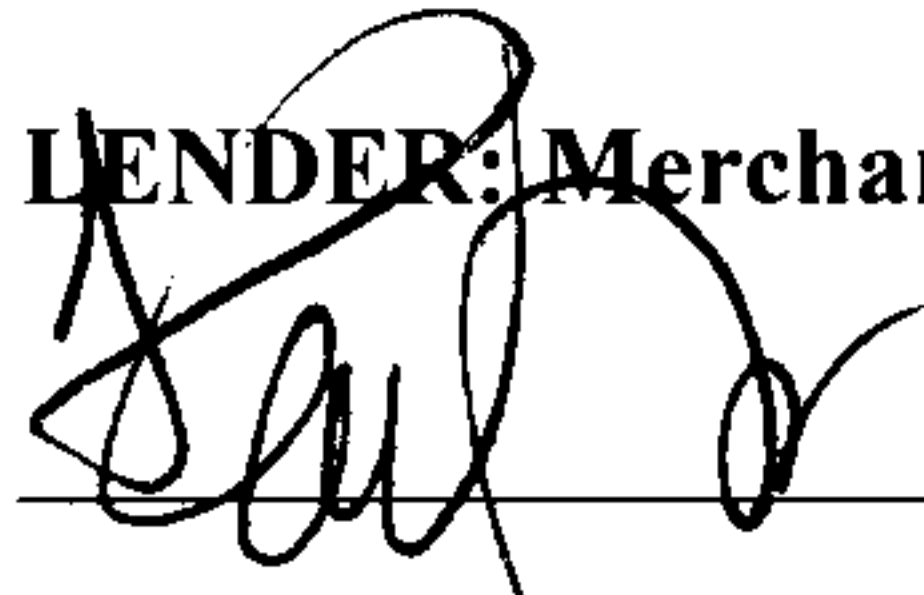


Identification Number

(Official Seal)



LENDER: Merchants & Farmers Bank



3-14-13

By: KEVIN MORRIS
Its: VICE PRESIDENT

Date

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

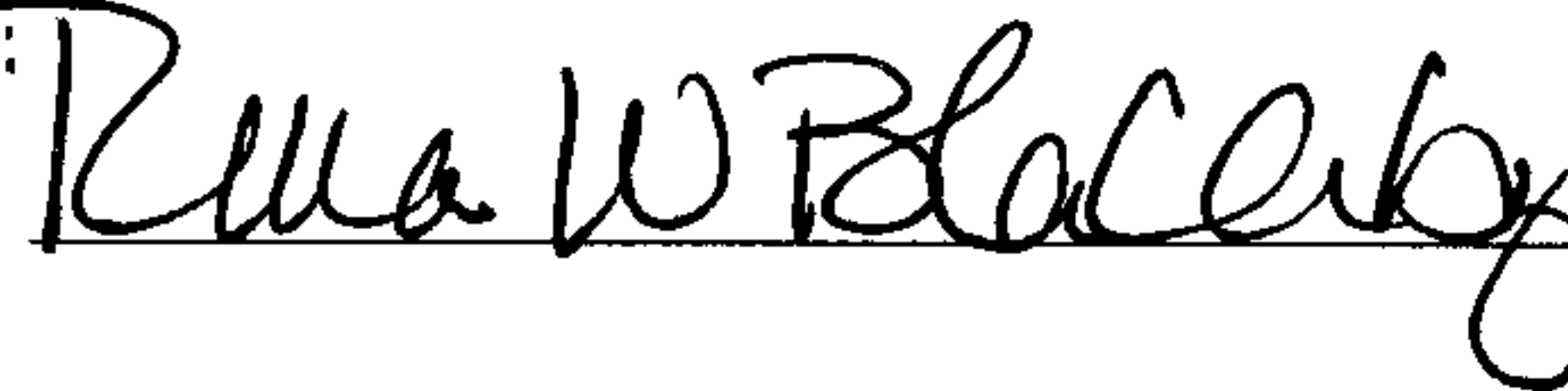
COUNTY OF Shelby)

I, Renee W Blalock, Notary in and for said County and in said State, hereby certify that **KEVIN MORRIS, VICE PRESIDENT** of **Merchants & Farmers Bank**, a(n) **Alabama Corporation**, 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, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

Given under my hand this the 14th day of March, 2013

My commission expires: **NOTARY PUBLIC EXPIRATION DATE:**
APRIL 5, 2016

residing at

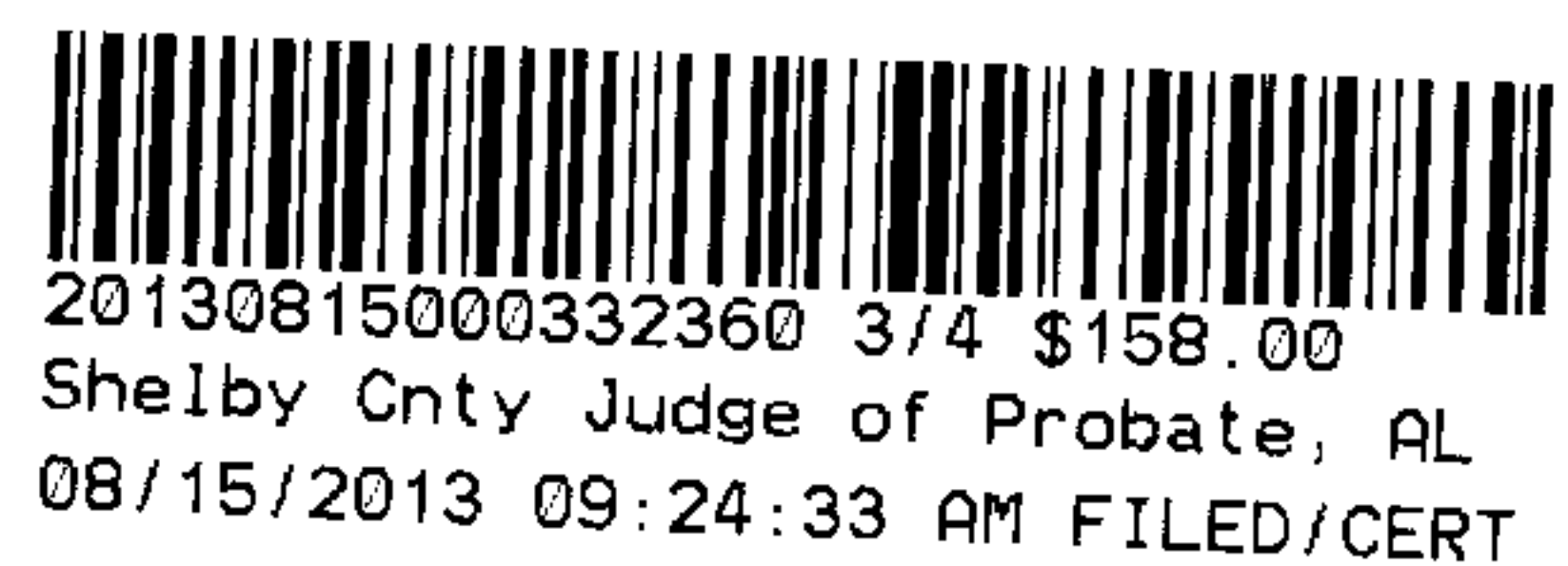


Identification Number

(Official Seal)


THIS INSTRUMENT PREPARED BY:
Merchants & Farmers Bank
134 WEST WASHINGTON ST.
KOSCIUSKO, MS 39090

AFTER RECORDING RETURN TO:
Merchants & Farmers Bank
P.O. Box 520
KOSCIUSKO, MS 39090



EXIBIT A

Lot 41, according to the survey of Countryside at Chelsea, Third Sector, as shown by Map recorded in Map Book 12, Page 84 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.


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