



20080306000092270 1/4 \$546.90  
Shelby Cnty Judge of Probate, AL  
03/06/2008 01:27:07PM FILED/CERT

This instrument was prepared by

\_\_\_\_\_ (name)

\_\_\_\_\_ (address)

\_\_\_\_\_ State of Alabama \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

## MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is 02-02-2008.  
The parties and their addresses are:

**MORTGAGOR:** KAREN B. WYATT; OPHELIA R. WYATT; RICHARD T. WYATT, OPHELIA IN AN UNMARRIED WOMEN AND RICHARD AND WIFLE KAREN  
36492 HWY 25  
HARPERSVILLE, AL 35078

**LENDER:** MERCHANTS & FARMERS BANK  
Organized and existing under the laws of the state of Mississippi  
POST OFFICE BOX 520  
KOSCIUSKO, MS 39090

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 03-08-2007 and recorded on 03-30-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT #20070330000145160.  
The property is located in SHELBY County at 36492 HWY 25, HARPERSVILLE, AL 35078.

Described as:  
SEE ATTACHED EXHIBIT A



**MODIFICATION.** For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

TARROW HILL FARM

NOTE #82823189

IN THE AMOUNT OF \$350,551.00

INTEREST RATE 6.75% FIXED

MATURITY DATE 1/15/2009

  
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☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ \_\_\_\_\_ ☐ which is a \$ \_\_\_\_\_ ☐ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

**WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

**CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

Karen B. Wyatt 2/2/08 (Seal)  
(Signature) KAREN B. WYATT (Date)

Opheia Wyatt 2-2-08 (Seal)  
(Signature) OPHELIA R. WYATT (Date)

Richard T. Wyatt 2/2/08 (Seal)  
(Signature) RICHARD T. WYATT (Date)

\_\_\_\_ (Seal)  
(Signature) (Date)

\_\_\_\_ (Seal)  
(Signature) (Date)

\_\_\_\_ (Seal)  
(Signature) (Date)

\_\_\_\_\_  
(Witness as to all signatures)

\_\_\_\_\_  
(Witness as to all signatures)

**ACKNOWLEDGMENT:**

STATE OF Alabama, COUNTY OF Shelby } ss.

(Individual) I, a notary public, hereby certify that KAREN B. WYATT; OPHELIA R. WYATT; RICHARD T. WYATT, OPHELIA IN AN UNMARRIED WOMEN AND RICHARD AND WIFE KAREN whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 8<sup>th</sup> day of February 2008.

My commission expires:

(Seal)

My Commission Expires April 26, 2010

Deborah W. Coles  
(Notary Public)



*Ophelia R. Wyatt*  
*Richard L. Wyatt*  
*Karen B. Wyatt*

3-8-07

## COMMITMENT

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### SCHEDULE A

File No.: S-07-15709

Commitment No.: C-S-07-15709

### EXHIBIT A

#### PARCEL I:

Northwest Quarter of the Southeast Quarter and Northeast Quarter of the Southwest Quarter and Northwest Quarter of the Southwest Quarter of Section 9, Township 20 South, Range 2 East.

ALSO, Northeast Quarter of the Southeast Quarter of Section 9, Township 20 South, Range 2 East.

LESS AND EXCEPT any part of caption lands lying within the right of way of Alabama Highway #25.

ALSO, LESS AND EXCEPT PARCELS I THROUGH V, AS DESCRIBED HEREIN.

#### EXCEPTION PARCEL I:

Begin at a point on the North line of Northwest Quarter of Southwest Quarter, Section 9, Township 20 South, Range 2 East where the same is intersected by the East right of way line of Alabama Highway No. 25 and run thence East along the North line of said forty acres and along the North line of Northeast Quarter of Southwest Quarter of said Section 416 feet; thence run in a Southerly direction and parallel with the East right of way line of said Highway 210 feet; thence run West and parallel with the North line of said forty acres 416 feet to the East right of way line of said Highway; thence run in a Northerly direction along said right of way of said Highway 210 feet to the point of beginning.

#### EXCEPTION PARCEL II:

Begin at the point where the East right of way line of Alabama Highway No. 25 crosses the South line of the Northwest Quarter of Southwest Quarter of Section 9, Township 20 South, Range 2 East and run along said right of way line in a Northerly direction 400 feet; thence East and parallel with the South line of said 40 acres 400 feet; thence in a Southerly direction and parallel with said highway right of way line 400 feet to the South line of said 40 acres; thence along same West 400 feet to the point of beginning.

#### EXCEPTION PARCEL III:

Begin at the SW corner of the NW 1/4 of the SW 1/4 of Section 9, Township 20 South, Range 2 East; thence run East along the South line of said 1/4-1/4 for 512.0 feet; thence 94 degrees 49 minutes 10 seconds left run 300.36 feet; thence 85 degrees 05 minutes 56 seconds left and run 488.51 feet to the West line of said 1/4-1/4; thence 90 degrees 24 minutes 53 seconds left run 300.0 feet to the point of beginning; being situated in Shelby County, Alabama.

#### EXCEPTION PARCEL IV:

A parcel of land lying in the NW 1/4 of the SW 1/4, Section 9, Township 20 South, Range 2 East, described as follows: Commence at the Southwest corner of the NW 1/4 of the SW 1/4, Section 9, Township 20 South, Range 2 East; thence run East along the South line of said 1/4-1/4 Section a distance of 512.00 feet to the point of beginning; thence continue in the same direction a distance of 460.00 feet, to the West right of way line of Alabama Highway No. 25; thence run a deflection angle of 78 degrees 15 minutes 00 seconds to the left, and run along said Highway right of way a distance of 305.50 feet; thence

**STEWART TITLE  
GUARANTY COMPANY**

"This Commitment is not valid unless Schedule A, Schedule B Section - I and Schedule B Section - II are included."

Schedule A of this Commitment consists of 3 page(s)



Ophelia B. Wyatt 3-8-07  
Richard T. Wyatt  
Karen B. Wyatt

## COMMITMENT



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### SCHEDULE A

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turn a deflection angle of 101 degrees 45 minutes 00 seconds to the left and run a distance of 545.00 feet; thence turn a deflection angle of 94 degrees 21 minutes 14 seconds to the left and run a distance of 300.00 feet, to the point of beginning. Situated in Shelby County, Alabama.

#### EXCEPTION PARCEL V:

Part of the NW 1/4 of SW 1/4 of Section 9, Township 20 South, Range 2 East, more particularly described as follows: Begin on West line of Alabama Highway #25 as the same was located on July 21, 1949, at a point where it crosses the North line of NW 1/4 of SW 1/4 of Section 9, Township 20 South, Range 2 East and run West along the North line of said forty acres 300 feet; thence South and parallel with the West line of said forty acres 100 feet; thence East and parallel with the North line of said forty acres 300 feet, more or less, to the West line of said highway as located on July 21, 1949; thence along same in a Northerly direction 100 feet to the point of beginning; being situated in Shelby County, Alabama.

#### PARCEL II:

The Northwest Quarter of Southwest Quarter of Section 10, Township 20, Range 2 East, Shelby County, Alabama.

**STEWART TITLE  
GUARANTY COMPANY**

"This Commitment is not valid unless Schedule A, Schedule B Section - I and Schedule B Section - II are included."

Schedule A of this Commitment consists of 3 page(s)