

This instrument was prepared by

M&F BANK (name)

3513 PELHAM PKWY PELHAM AL 35124 (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 04-21-2008.

The parties and their addresses are:

MORTGAGOR: WILLIAM DAVID MORRIS, INDIVIDUALLY, AN UNMARRIED MAN
P O BOX 730
ALABASTER, AL 35007

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 06-25-2004 and recorded on 06-28-2004. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT NUMBER 20040628000353290.

The property is located in SHELBY County at 2485 SMOKEY ROAD, ALABASTER, AL 35007.

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.)*

WILLIAM DAVID MORRIS

NOTE #91807026

IN THE AMOUNT OF \$28,778.14

INTEREST RATE 8.10% FIXED

MATURITY DATE 06/02/2013

20080424000167650 2/3 \$60.20
Shelby Cnty Judge of Probate, AL
04/24/2008 11:20:10AM FILED/CERT

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 28,778.14 ☒ which is a \$ 1,153.14 ☒ 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.

<u>William David Morris</u> <u>4-21-2008</u> (Seal) (Signature) WILLIAM DAVID MORRIS (Date)	_____ (Signature) (Date) (Seal)
_____ (Signature) (Date) (Seal)	_____ (Signature) (Date) (Seal)
_____ (Signature) (Date) (Seal)	_____ (Signature) (Date) (Seal)
_____ (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 WILLIAM DAVID MORRIS, INDIVIDUALLY

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 21 day of April 2008.

My commission expires:

(Seal)

**My commission expires
September 1, 2008**

[Signature]
(Notary Public)

EXHIBIT "A"

20080424000167650 3/3 \$60.20
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A portion of Lot 1-A, according to the resurvey of Partridge Family Subdivision, as recorded in Map Book 33, page 28, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at the SE corner of the SW 1/4 of the NE 1/4 of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama; thence North 00°06'19" West a distance of 693.65 feet to the point of beginning; thence North 86°39'28" West a distance of 804.28 feet; thence North 08°05'24" East, a distance of 311.60 feet; thence South 86°03'45" East, a distance of 140.76 feet; thence South 03°56'15" West a distance of 135.00 feet; thence South 86°03'45" East, a distance of 50.00 feet; thence South 03°56'15" West a distance of 75.00 feet; thence South 86°03'45" East a distance of 208.00 feet; thence North 03°56'15" East a distance of 210.00 feet; thence South 86°03'45" East a distance of 332.86 feet; thence South 05°27'34" East a distance of 306.54 feet to the point of beginning.

According to the survey of R. C. Farmer & Associates, Inc.

William David Moore

4/21/08