



20080310000096470 1/2 \$96.50  
Shelby Cnty Judge of Probate, AL  
03/10/2008 10:47:38AM FILED/CERT



20080424000167670 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
04/24/2008 11:25:55AM FILED/CERT

This instrument was prepared by

ReRecording to Correct  
State of Mortgagor

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

M&F BANK \_\_\_\_\_ (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 03-03-2008.

The parties and their addresses are:

**MORTGAGOR:** GERALD L. WATKINS JR AND SANDY J. WATKINS, HUSBAND AND WIFE  
1079 HERMITAGE CIRCLE  
BIRMINGHAM, MS 35242

**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 12-31-2003 and recorded on 04-13-2004. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT NUMBER 20040113000024370. The property is located in SHELBY County at 1079 HERMITAGE CIRCLE, BIRMINGHAM, AL 35242.


Described as:

LOT 3117 ACCORDING TO THE MAP OF HIGHLAND LAKES, AN EDDLEMAN COMMUNITY AS RECORDED IN MAP BOOK 21 PAGE 124 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA

**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.)*

GERALD L WATKINS, JR AND SANDY J. WATKINS  
NOTE #74112252  
IN THE AMOUNT OF \$55,000.00  
INTEREST ACCRUES AT A VARIABLE RATE  
MATURITY DATE 03/15/2013

  
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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.

 3/3/08 (Seal)  
(Signature) GERALD L. WATKINS JR (Date)

 (Seal)  
(Signature) SANDY J. WATKINS (Date)

\_\_\_\_\_  
(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 GERALD L. WATKINS JR; SANDY J. WATKINS, HUSBAND AND WIFE  
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 3rd day of March, 2008.

My commission expires:

(Seal)

My Commission Expires April 27, 2010

  
(Notary Public)