

20080513000194850 1/7 \$81.95
Shelby Cnty Judge of Probate, AL
05/13/2008 12:05:04PM FILED/CERT

This instrument was prepared by

MERCHANTS AND FARMERS BANK (name)

P.O. BOX 520, KOSCIUSKO, MS 39090 (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 03-25-2008.

The parties and their addresses are:

MORTGAGOR: ROY GREGORY SIMS and JAN E. SIMS, HUSBAND AND WIFE
505 2ND WAY
PLEASANT GROVE, AL 35127

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 04-30-2007 and recorded on 05-04-2007. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT #20070504000209470. The property is located in SHELBY County at 270 ARABIAN RD, COLUMBIANA, AL 35051.

Described as:

COMMENCE AT THE SOUTHEAST CORNER OF THE NE 1/4, SECTION 14, TOWNSHIP 21 SOUTH, RANGE 2 WEST. THENCE RUN NORTH ALONG THE EASTLINE OF SAID 1/4 1/4 SECTION A DISTANCE OF 1102.81 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH ALONG THE EAST LINE OF SAID 1/4 1/4 SECTION A DISTANCE OF 233.47 FEET: THENCE TURN AN ANGLE OF 87 DEG. 49 MIN TO THE LEFT AND RUN A DISTANCE OF 508.50 FEET TO THE EAST MARGIN OF HOOVER ROAD: THENCE TURN AN ANGLE 65 DEG. 07 MIN. 56 SEC. TO THE LEFT AND RUN ALONG SAID ROAD MARGIN A DISTANCE OF 255.61 FEET: THENCE TURN AN ANGLE OF 114 DEG. 44 MIN. 27 SEC. TO THE LEFT AND RUN A DISTANCE OF 624.89 FEET TO THE POINT OF BEGINNING. SITUATED IN THE NE 1/4 OF THE NW 1/4, SECTION 14 TOWNSHIP 21 SOUTH, RANGE 2 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA.

INDEXING INSTRUCTIONS: NE 1/4, SECTION 14 TOWNSHIP 21 SOUTH, RANGE 2 WEST

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.)*

BORROWER: ROY GREGORY SIMS

NOTE NUMBER: 1829335

MATURITY DATE: 04-05-2018

AMOUNT: \$35,236.83

INTEREST RATE: 6.37% FIXED

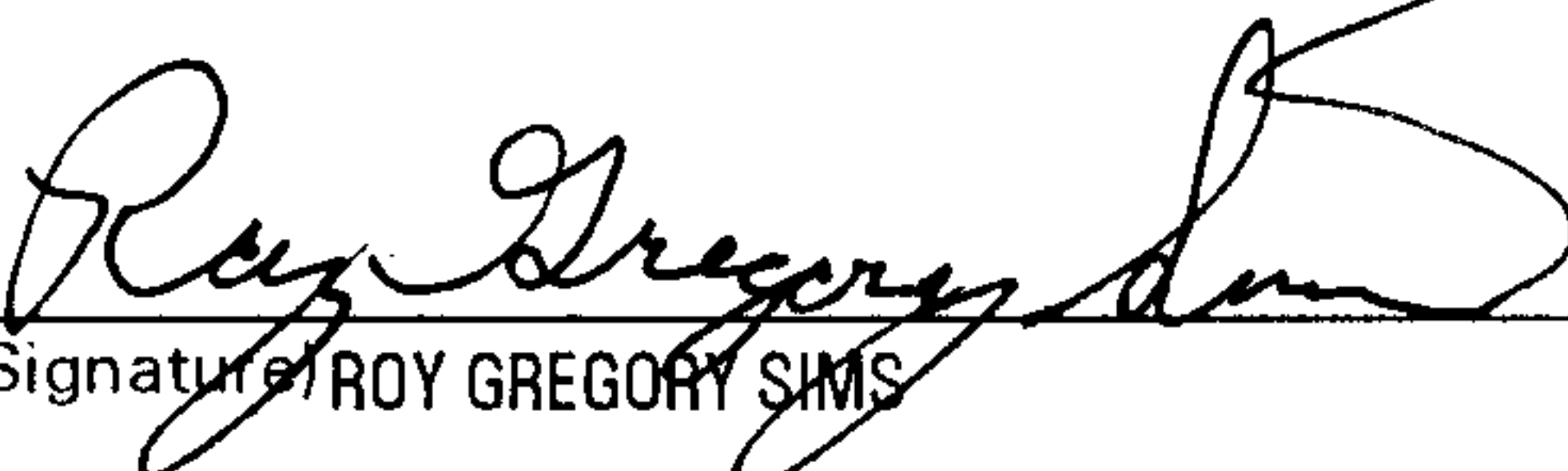
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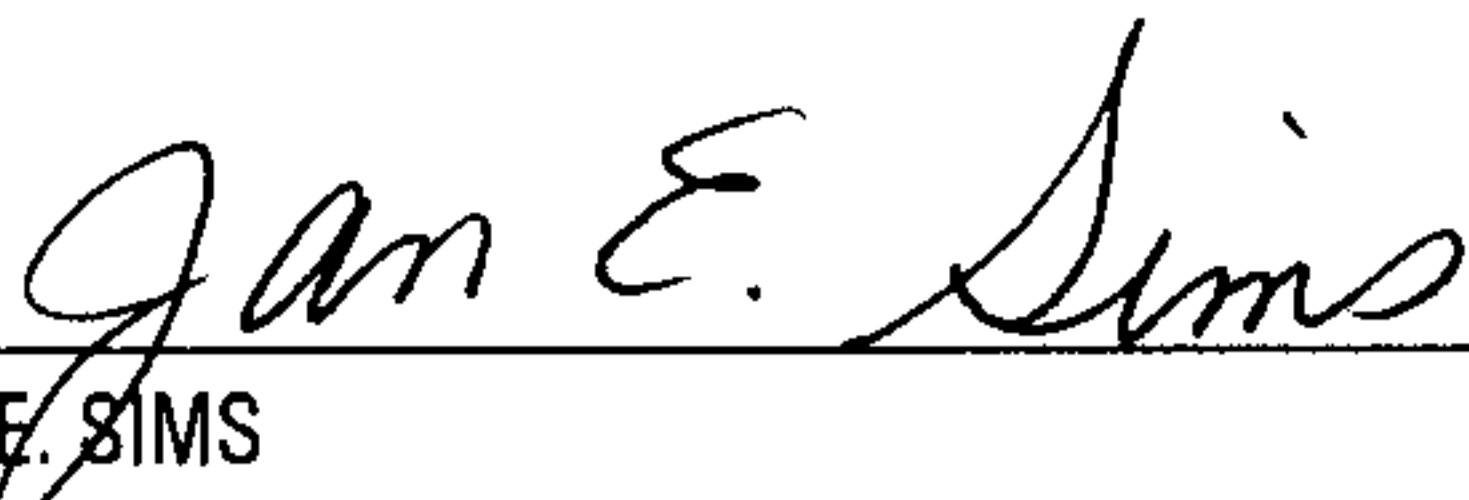
☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ _____ ☐ which is a \$ _____ ☐ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly 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.

 (Seal)
(Signature) ROY GREGORY SIMS (Date)

 (Seal)
(Signature) JAN E. SIMS (Date)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Witness as to all signatures)

(Witness as to all signatures)

ACKNOWLEDGMENT:

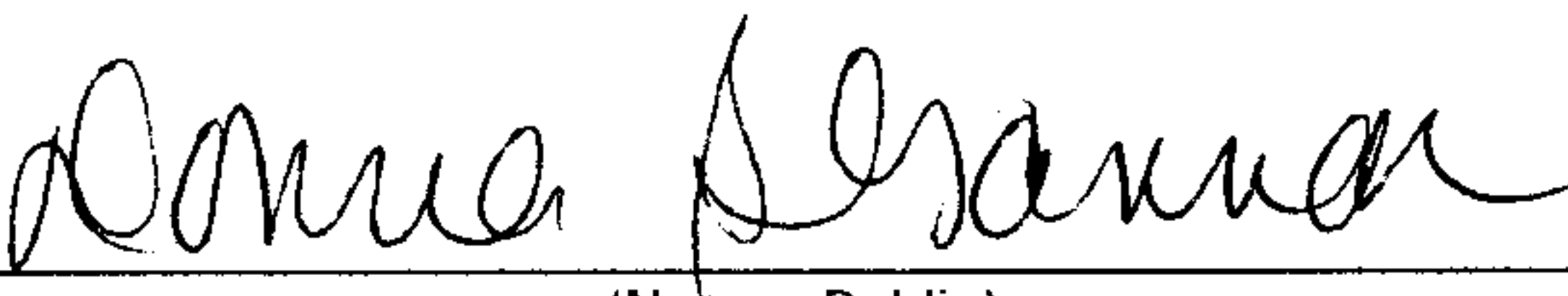
STATE OF Alabama, COUNTY OF Shelby } ss.

(Individual) I, a notary public, hereby certify that ROY GREGORY SIMS; JAN E. SIMS, 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 25th day of March, 2008.

My commission expires:

(Seal)

June 30, 2011


(Notary Public)



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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 25th day of March, 2008,
 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed
 of Trust, or Security Deed (the "Security Instrument") of the same date given by the
 undersigned ("Borrower") to secure Borrower's Note to MERCHANTS & FARMERS BANK, POST
OFFICE BOX 520, KOSCIUSKO, MS 39090

..... ("Lender") of
 the same date and covering the property described in the Security Instrument and located at:
270 ARABIAN RD, COLUMBIANA, AL 35051

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is
 called the "Note Date." I understand Lender may transfer the Note, Security Instrument, and
 this Rider. Lender or anyone who takes the Note, the Security Instrument, and this Rider by
 transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security
 Instrument, Borrower and Lender further covenant and agree as follows (despite anything to
 the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the Maturity Date of the Note and Security Instrument (the "Maturity Date"), I will be
 able to obtain a new loan ("New Loan") with a new Maturity Date of 04-05-2018, and
 with an interest rate equal to the "New Note Rate" determined in accordance with Section 3
 below if all the conditions provided in Section 2 and 5 below are met (the "Conditional
 Refinancing Option"). If those conditions are not met, I understand that the Note Holder is
 under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that
 I will have to repay the Note from my own resources or find a lender willing to lend me the
 money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions
 must be met as of the Maturity Date. These conditions are: (a) I must still be the owner of
 the property subject to the Security Instrument (the "Property"); (b) I must be current in my
 monthly payments and cannot have been more than 30 days late on any of the 12 scheduled
 monthly payments immediately preceding the Maturity Date; (c) the New Note Rate cannot be
 more than five percentage points above the Note Rate; and (d) I must make a written request
 to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to Fannie Mae's required net yield
 for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus
 one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one
 percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the
 applicable net yield in effect on the date and time of day that the Note Holder receives notice
 of my election to exercise the Conditional Refinancing Option. If this required net yield is not
 available, the Note Holder will determine the New Note Rate by using comparable information.

Form 3180 1/01 (rev. 9/01)



P N O A O

MULTISTATE BALLOON RIDER—

Single Family—**Fannie Mae Uniform Instrument**

Bankers Systems, Inc., St. Cloud, MN Form BR-3180 6/14/2004

ref: BFRN-3260

(page 1 of 2 pages)

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4. CALCULATING THE NEW PAYMENT AMOUNT
Provided the New Note Rate as calculated in Section 3 above is not greater than five percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION
The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title, and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon Fannie Mae's applicable published net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership. Before the Maturity Date, the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount, and a date, time, and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider

.....
Borrower (Seal)

.....
Borrower (Seal)

Form 3180 1/01 (rev. 9/01)
[Sign Original Only]
Borrower

Bankers Systems, Inc., St. Cloud, MN Form BR-3180 6/14/2004 (page 2 of 2 pages)

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1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 25th day of March, 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MERCHANTS & FARMERS BANK, POST OFFICE BOX 520, KOSCIUSKO, MS 39090 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 270 ARABIAN RD, COLUMBIANA, AL 35051

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01

VMP-57R (0411)

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Initials:

VMP Mortgage Solutions, Inc.
(800)521-7291

[Handwritten initials: RGS and JES]

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E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Roy Gregory Sims (Seal)
ROY GREGORY SIMS -Borrower

Jan E. Sims (Seal)
JAN E. SIMS -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower