



20080717000289620 1/3 \$326.75
Shelby Cnty Judge of Probate, AL
07/17/2008 03:42:05PM FILED/CERT

This instrument was prepared by

M & F 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 07-07-2008.

The parties and their addresses are:

MORTGAGOR: Wilsonville Brotherhood, Inc., AN ALABAMA CORPORATION

51 Lakeside Drive

Childersburg, AL 35044

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 08-15-2006 and recorded on 08-23-2006. The Security Instrument was recorded in the records of

SHELBY County, Alabama at INSTRUMENT NO. 20060823000413430.

The property is located in SHELBY County at 32456 HWY 25, WILSONVILLE, AL 35186.

Described as:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION.

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.)*

WILSONVILLE BROTHERHOOD, INC.

NOTE #1831965

AMOUNT \$206,453.63

INTEREST RATE 6.75% FIXED

MATURITY DATE 07-10-2011



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☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$7,000.00 ☐ 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.

Wilsonville Brotherhood, Inc.

(Seal)
(Signature) ROY GREEN, JR., PRESIDENT (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 Roy Green, Jr.

_____, 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 7 day of July 2008.

My commission expires:

(Seal)

(Notary Public)

My commission expires on
May 24, 2011

Exhibit A

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Commence at a 2 ½" capped pipe in place being the Southwest corner of Section 29, Township 20 South, Range 2 East, Shelby County, Alabama; thence proceed North 84 degrees 32 minutes 54 seconds East along the South boundary of said quarter-quarter section for a distance of 354.85 feet (set ½" rebar) to a point on the southerly right of way of Alabama Highway No. 25, said point being the point of beginning; from this beginning point proceed North 60 degrees 27 minutes 28 seconds east along the Southerly right of way of said highway for a distance of 684.31 feet (set ½" rebar); thence proceed South 08 degrees 19 minutes 25 seconds East for a distance of 279.67 feet to a 6" x 6" concrete monument being located on the South boundary of said quarter-quarter section; thence proceed South 84 degrees 32 minutes 54 seconds west along the south boundary of said quarter-quarter section for a distance of 638.72 feet to the point of beginning; being situated in the SW ¼ of the SW ¼ of Section 29, Township 20 South, Range 2 East, Shelby County, Alabama.