

20090126000025170 1/3 \$427.50  
Shelby Cnty Judge of Probate, AL  
01/26/2009 03:50:39PM FILED/CERT

20090120000017570 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
01/20/2009 04:25:32PM FILED/CERT

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LOAN NUMBER: **82822522**

## **MODIFICATION AGREEMENT - MORTGAGE**

**THIS MODIFICATION AGREEMENT ("Agreement")** is made this **14th day of January, 2009**, between **RICHARD ALLEN AUTRY**, whose address is **4905 COSHATT DR, BIRMINGHAM, Alabama 35244** ("Borrower"), and **Merchants & Farmers Bank** whose address is **101 RIVERCHASE PARKWAY EAST, BIRMINGHAM, Alabama 35244** ("Lender").

**Merchants & Farmers Bank** and Borrower entered into a Mortgage dated **September 30, 2003** and recorded on **September 30, 2003**, filed for record in records of **JUDGE OF PROBATE of SHELBY COUNTY**, State of Alabama, with recorder's entry number **20030930000657520** ("Mortgage"). The Mortgage covers the following described real property:

Address: **620 AND 630 HWY 39, CHELSEA, Alabama 35043**

Legal Description: **SEE ATTACHED EXHIBIT "A"**

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage. Borrower and Lender hereby agree to modify the Mortgage as follows:

- **MODIFIED MATURITY DATE TO 01/12/2014.**

Borrower and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Mortgage does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

Initials

*RAA*

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**ADDITIONAL PROVISIONS. RICHARD ALLEN AUTRY**  
**NOTE #82822522**  
**IN THE AMOUNT OF \$285,000.00**  
**INTEREST RATE 6.25% FIXED**  
**MATURITY DATE 01/12/2014**

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By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Richard A. Autry 1/14/09  
RICHARD ALLEN AUTRY Date  
Individually

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, Helen M. Gay, a Notary, do hereby certify that **RICHARD ALLEN AUTRY**, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 1-14-09.

My commission expires: 4-28-10

Helen M. Gay

(Official Seal)

**LENDER: Merchants & Farmers Bank**

By: Starr Largin  
Its: **VICE PRESIDENT**

1/14/09  
Date

RAA



**BUSINESS ACKNOWLEDGMENT**

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, Helen M. Gay, Notary Public in and for said County and in said State, hereby certify that **STARR LARGIN, VICE PRESIDENT of Merchants & Farmers Bank**, a(n) Alabama **Corporation**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, in his or her official capacity and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

Given under my hand this the **12th day of January, 2009**.

My commission expires: **4-28-10**

Helen M. Gay

(Official Seal)

THIS INSTRUMENT PREPARED BY:  
**Merchants & Farmers Bank**  
**Post Office Box 520**  
**KOSCIUSKO, MS 39090**

AFTER RECORDING RETURN TO:  
**Merchants & Farmers Bank**  
**Post Office Box 520**  
**KOSCIUSKO, MS 39090**

Initials

SLH