

(Space Above This Line For Recording Data)

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:

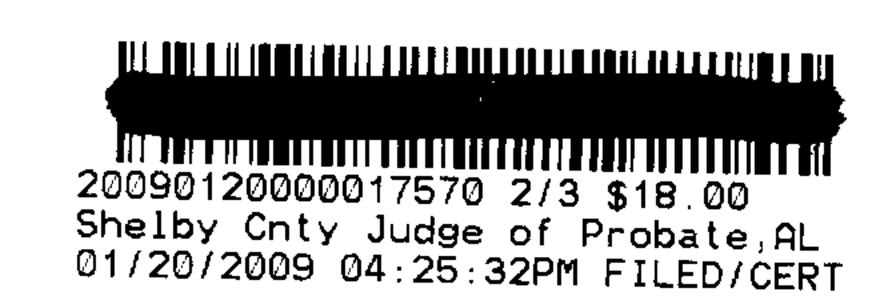
## • MODIFIED MATURITY DATE TO 01/12/2014.

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.

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	Initials 2AA	



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.

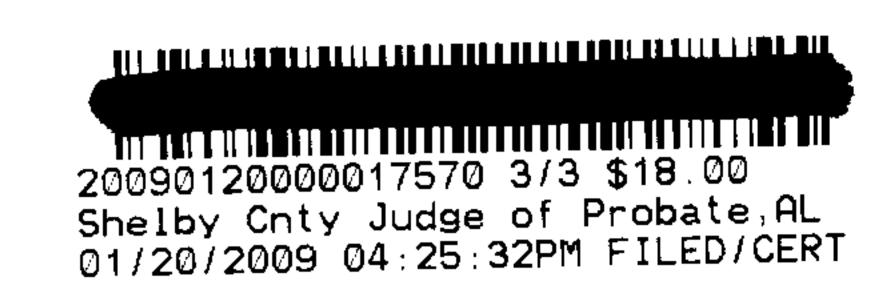
ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

ADDITIONAL PROVISIONS. RICHARD ALLEN AUTRY NOTE #01011511

AL ERT

IN THE AMOUNT OF \$28 INTEREST RATE 6.25% I MATURITY DATE 01/12/2	FIXED	20090126000025170 2/3 Shelby Cnty Judge of P 01/26/2009 03:50:39PM	\$427.50 Probate,£
By signing below, Borrowe this Agreement, and that the		edge that they have read all the provisions contacts terms.	ined in
RICHARD ALLEN AUTRY Individually	Date		
	INDIVIDUAL AC	CKNOWLEDGMENT	
signed to the foregoing and w	do hereby who is known to me, acknown the executed the shear of the executed the executed the shear of the executed the ex	certify that RICHARD ALLEN AUTRY, whose a lowledged before me on this day that, being informed the same, voluntarily, on the day the same bears date.	d of the
(Official Seal)  LENDER: Merchants & Fa  By: STARR LARGIN Its: VICE PRESIDENT	rmers Bank // /> Date		

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## **BUSINESS ACKNOWLEDGMENT**

STATE OF **ALABAMA** 

CQUNTY OF **SHELBY** 

I, He en M. Gay, Nother Lubie 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: 4-18-10

(Official Seal)

200901260000025170 3/3 \$427.50 Shelby Cnty Judge of Probate, AL 01/26/2009 03:50:39PM FILED/CERT

THIS INSTRUMENT PREPARED BY: Merchants & Farmers Bank

Post Office Box 520 KOSCIUSKO, MS 39090

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AFTER RECORDING RETURN TO:

Merchants & Farmers Bank Post Office Box 520

KOSCIUSKO, MS 39090

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