



20100115000014620 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
01/15/2010 01:02:40 PM FILED/CERT

This is a corrective modification agreement. It is being recorded to correct the date of the agreement. The modification agreement with the incorrect date was dated November 20, 2009 and recorded in instrument number 20091201000440870.

(Space Above This Line For Recording Data)

LOAN NUMBER: **1895015**

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 23rd day of November, 2009, between RIVERPOINT ASSEMBLY OF GOD, AN ALABAMA NONPROFIT CORPORATION, an Alabama Corporation, whose address is 3540 PELHAM PARKWAY, PELHAM, Alabama 35124-0000 ("Borrower"), and Merchants & Farmers Bank whose address is 3513 PELHAM PARKWAY, PELHAM, Alabama 35124 ("Lender").

Merchants & Farmers Bank and Borrower entered into a Mortgage dated February 10, 2009 and recorded on February 18, 2009, filed for record in records of PROBATE OFFICE of SHELBY COUNTY, State of Alabama, with recorder's entry number 20090218000057480 ("Mortgage"). The Mortgage covers the following described real property:

Address: 105 BEARDEN ROAD, PELHAM, Alabama 35124

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:

- MODIFY MORTGAGE FROM \$300,900 TO \$404,900..**

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



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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.

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.

RIVERPOINT ASSEMBLY OF GOD, AN ALABAMA NONPROFIT CORPORATION

 1-6-10

By: **ROBERT E LEWIS** Date
Its: **President**

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Betty H Horton, Notary Public in and for said County and in said State, hereby certify that

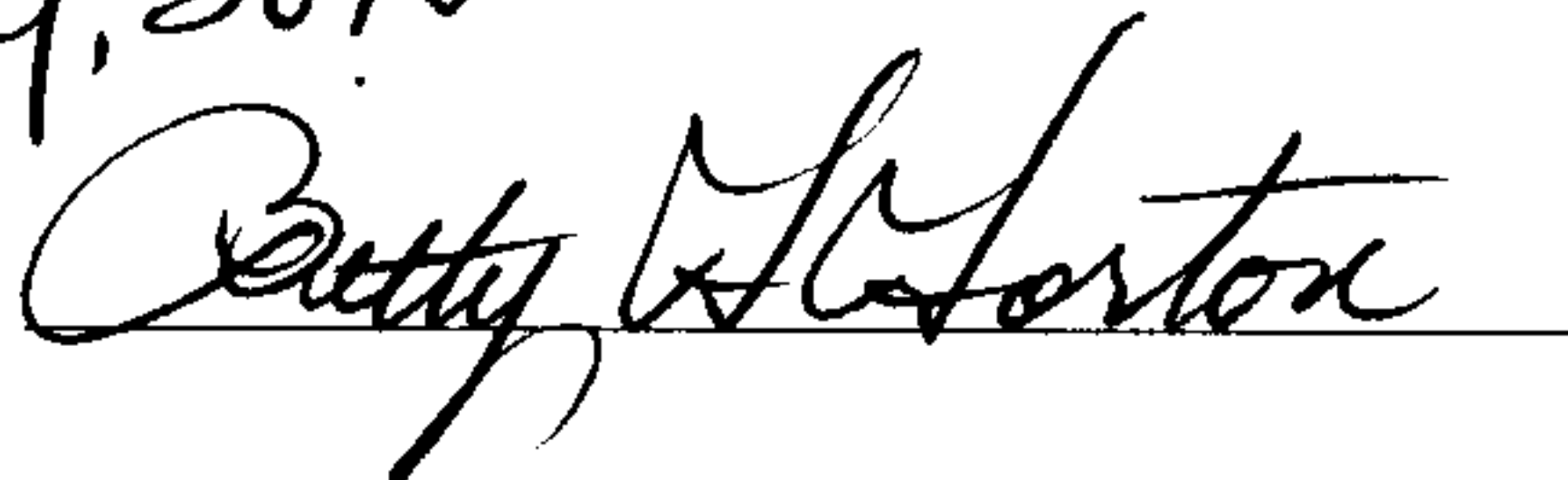
ROBERT E LEWIS, President on behalf of **RIVERPOINT ASSEMBLY OF GOD, AN ALABAMA NONPROFIT CORPORATION**, an Alabama Corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/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 6th of January, 2010

My commission expires: 8/13/2013

residing at Columbiana,

Shelby County, Alabama



(Official Seal)

LENDER: Merchants & Farmers Bank

 1-6-10

By: **DAVID NOLEN** Date
Its: **BRANCH PRESIDENT**

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Shelby)

I, Betty H Horton, Notary Public in and for said County and in said State, hereby certify that **DAVID NOLEN, BRANCH 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 6th of January, 2010

My commission expires: 8/13/2013

residing at Columbiana,
Shelby County, Alabama

Betty H Horton

(Official Seal)



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THIS INSTRUMENT PREPARED BY:
Merchants & Farmers Bank
P.O. Box 520
KOSCIUSKO, MS 39090

AFTER RECORDING RETURN TO:
Merchants & Farmers Bank
P.O. Box 520
KOSCIUSKO, MS 39090

Exhibit A

A parcel of land in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, Township 20 South, Range 3 West and more particularly described as follows:

Beginning at a found 3 inch capped corner that represents the southeast corner of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama and run thence South 89 deg. 57 min. 56 sec. West along the South line of said Section 11 a distance of 600.00 feet to a set rebar corner; thence run North 01 deg. 55 min. 45 sec. East a distance of 53.31 feet to a rebar corner; thence run North 70 deg. 49 min. 34 sec. East a distance of 55.66 feet to a rebar corner, thence run North 08 deg. 51 min. 57 sec. East a distance of 158.94 feet to a found rebar corner; thence run North 58 deg. 19 min. 09 sec. West a distance of 110.83 feet to a rebar corner on the easterly margin of Brantley Hill Road; thence run North 27 deg. 41 min. 21 sec. East along the east margin of said Brantley Hill Road a distance of 466.62 feet to a steel corner on the southwesterly margin of Bearden Road; thence run South 29 deg. 40 min. 23 sec. East along the said margin of said Bearden Road a distance of 805.22 feet to the point of beginning.



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