
20100223000054330 1/5 \$138.80
Shelby Cnty Judge of Probate, AL
02/23/2010 04:02:19 PM FILED/CERT

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **27th day of January, 2010**, between **WAYNE P RAIA Sr., husband and wife**, whose address is **85 OAK TREE TRAIL, WILSONVILLE, Alabama 35186-0000**, and **NANCY RAIA**, whose address is **85 OAK TREE TRAIL, WILSONVILLE, Alabama 35186** ("Borrower"), and **Merchants & Farmers Bank** whose address is **106 EAST COLLEGE STREET, COLUMBIANA, Alabama 35051** ("Lender").

Merchants & Farmers Bank and Borrower entered into a Mortgage dated **June 10, 2008** and recorded on **June 12, 2008**, filed for record in records of **Judge of Probate of Shelby County**, State of Alabama, with recorder's entry number **20080612000240680** ("Mortgage"). The Mortgage covers the following described real property:

Address: **21270 HWY 25, COLUMBIANA, Alabama 35051**

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:

- **this is an increase and modifies the maturity date to 2/11/2013.**

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.

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. WAYNE RAIA SR & NANCY RAIA

NOTE #1860195

AMOUNT \$77,183.00

MATURITY DATE 2/11/2013

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.

Wayne P. Raia Sr.

WAYNE P RAIA Sr.
Individually

Date

Nancy Raia

NANCY RAIA
Individually

Date

1-27-10

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, DONNA GANNON, a NOTARY PUBLIC, do hereby certify that WAYNE P RAIA Sr., 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 27th Day of January, 2010.

My commission expires: 6/20/2011

Donna Gannon

DONNA GANNON
NOTARY PUBLIC
Shelby County, AL
Identification Number

(Official Seal)

INDIVIDUAL ACKNOWLEDGMENT

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STATE OF ALABAMA)
COUNTY OF SHELBY)

I, **DONNA GANNON**, a **NOTARY PUBLIC**, do hereby certify that **NANCY RAIA**, 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 *27th* day of January, 2010.

My commission expires: **6/20/2011**

Donna Gannon
DONNA GANNON
NOTARY PUBLIC
Shelby County, AL
Identification Number

(Official Seal)

LENDER: Merchants & Farmers Bank

Carl Orso *1/27/10*
By: **CARL ORSO** Date
Its: **LOAN OFFICER**

BUSINESS ACKNOWLEDGMENT


STATE OF ALABAMA)
COUNTY OF SHELBY)

I, **DONNA GANNON, NOTARY PUBLIC** in and for said County and in said State, hereby certify that **CARL ORSO, LOAN OFFICER 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 ^{27th}~~19th~~ day of January, 2010.

My commission expires: **6/20/2011**

NOTARY PUBLIC residing at


DONNA GANNON
NOTARY PUBLIC
Shelby County, AL
Identification Number

(Official Seal)

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

COMMENCE AT THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 26, TOWNSHIO 21 SOUTH, RANGE 1 WEST; THENCE PROCEED IN A NORTHERLY DIRECTION ALONG THE WEST BOUNDARY OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION FOR A DISTANCE OF 560.26 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 25 BY PASS; THENCE TURN AN ANGLE OF 24 DEGREES 57 MINUTES 45 SECONDS TO THE RIGHT AND RUN ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 84.74 FEET TO A POINT, BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 100.24 FEET TO A POINT, BEING A FENCE CORNER; THENCE TURN AN ANGLE OF 93 DEGREES 30 MINUTES 34 SECONDS TO THE RIGHT AND RUN ALONG A FENCE LINE FOR A DISTANCE OF 87.87 FEET TO A POINT, BEING A FENCE CORNER; THENCE TURN AN ANGLE OF 81 DEGREES 53 MINUTES 06 SECONDS TO THE RIGHT AND RUN ALONG A FENCE LINE FOR A DISTANCE OF 93.19 FEET TO A POINT; THENCE TURN AN ANGLE OF 93 DEGREES 25 MINUTES 04 SECONDS TO THE RIGHT AND RUN FOR A DISTANCE OF 95.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL IS LYING IN THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ SECTION 26 T-21S, R-1W, AND CONTAINS .20 ACRE.