

(Space Above This Line For Recording Data)

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:

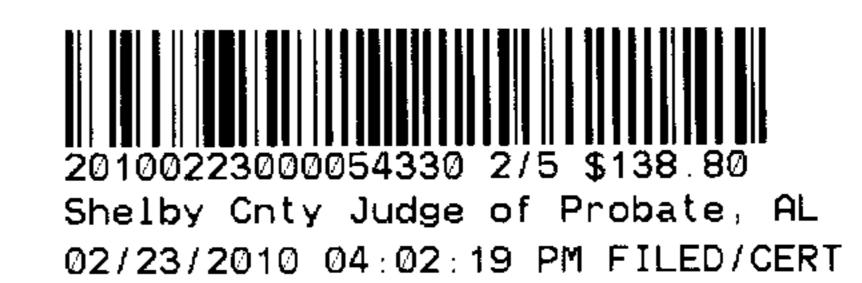
• this is an increase and modifes the maturity date to 2/11/2013.

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.

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	Initials	



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.						
Dage P. Rain Son	1/0/100er 1-07-1					
WAYNE P RAIA Sr. Date Individually	NANCY/RAIA Date Individually					
INDIVIDUAL ACKNOWLEDGMENT						
STATE OF ALABAMA) COUNTY OF SHELBY)						
to the foregoing and who is known to me,						
My commission expires: 6/20/2011	DONNA GANNON NOTARY PUBLIC Shelby County, AL Identification Number					
(Official Seal)						
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INDIVIDUAL ACKNOWLEDGMENT

20100223000054330 3/5 \$138.80 Shelby Cnty Judge of Probate, AL 02/23/2010 04:02:19 PM FILED/CERT

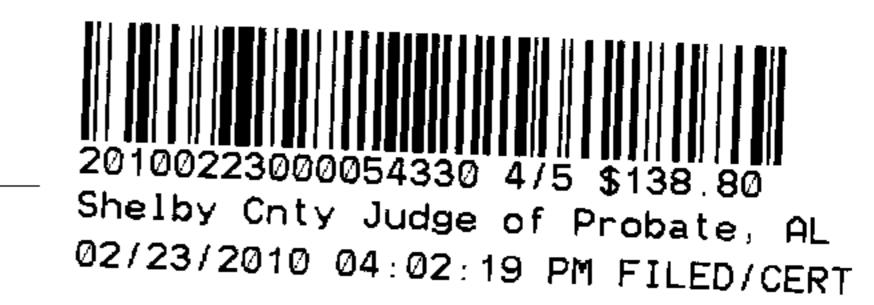
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STATE OF	ALABAMA)	02/23/2010 04:02:19 PM F
COUNTY OF	SHELBY)	
foregoing and v	who is known to me, acknowle	IC, do hereby certify that NANCY RAIA, whose name is signed to the edged before me on this day that, being informed of the contents of the ne, voluntarily, on the day the same bears date. Given under my hand
	n expires: 6/20/2011	DONNA GANNON NOTARY PUBLIC Shelby County, AL Identification Number
(Official Seal)		
LENDER: Me	erchants & Farmers Bank Otto 1/27/10	
By: CARL OR Its: LOAN OF		

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BUSINESS ACKNOWLEDGMENT

STATE OF	ALABAMA)	
)	
COUNTY OF	SHELBY)	
ORSO, LOAN the foregoing inscontents of the	OFFICER of Mestrument and who instrument, he or	rchants & Farmers is known to me, ackn	Bank, a(n) Alabama Corporation, whose name is signed to owledged before me on this day that, being informed of the ficial capacity and with full authority, executed the same
My commission	expires: 6/20/2011		MUNUALINATION
NOTARY PUB	LIC 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

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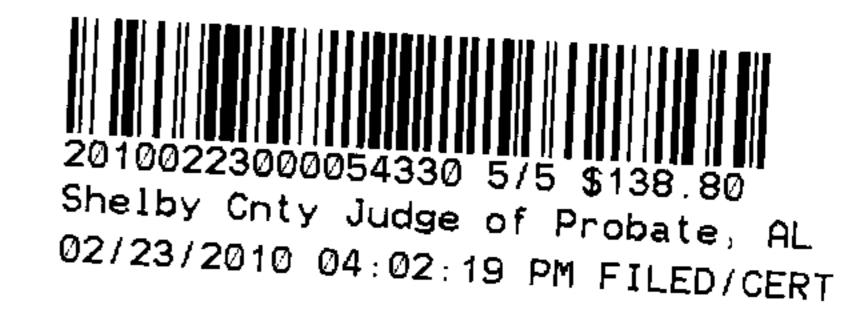


EXHIBIT A

COMMENCE AT THE SOUTHWEST CORNER OF THE NW 1/4 OF THE NE ¼ OF SECTION 26, TOWNSHIO 21 SOUTH, RANGE 1 WEST; THENCE PROCEED IN A NORTHERLY DIRECTION ALONG THE WEST BOUNDARY OF SAID 1/4 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 1/4 OF THE NE 1/4 SECTION 26 T-21S, R-1W, AND CONTAINS .20 ACRE.