

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 31st day of March, 2010, between 121 OLD HWY 25 WEST, LLC., an Alabama Limited Liability Company, whose address is P. O. BOX 386, COLUMBIANA, Alabama 35051 ("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 December 29, 2004 and recorded on January 5, 2005, filed for record in records of JUDGE OF PROBATE of SHELBY COUNTY, State of Alabama, with recorder's entry number 20050105000003580 ("Mortgage"). The Mortgage covers the following described real property:

Address: 121 OLD HIGHWAY 25 WEST, COLUMBIANA, Alabama 35051

Legal Description: SEE ATTACHED EXHIBIT "A"

Property Size: 0.35 acres.

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:

- **MODIFIES THE MORTGAGE INCREASING IT FROM \$120,000 TO \$145,000..**

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.

DE

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. BORROWERS: 121 OLD HWY 25 WEST, LLC
CHARLES D. COOK

NOTE NUMBER: 72806222
IN THE AMOUNT OF \$145,000.00
MATURITY DATE: 04/05/2013

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.

121 OLD HWY 25 WEST, LLC.

By: **CHARLES D. COOK** Date
Its: **Member**

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

CHARLES D. COOK, Member on behalf of **121 OLD HWY 25 WEST, LLC.**, an Alabama Limited Liability Company, 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 Limited Liability Company.

Given under my hand this the 31st DAY OF MARCH, 2010

My commission expires: June 20, 2011

Donna Gannon

Identification Number

(Official Seal)

LENDER: Merchants & Farmers Bank

By: DAVID NOLEN
Its: BRANCH PRESIDENT

Date

20100331000095730 3/4 \$57.50
Shelby Cnty Judge of Probate, AL
03/31/2010 10:14:54 AM FILED/CERT

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Shelby)

Donna S. Gannon,
I, 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 31st day of March 2010

My commission expires: June 20, 2011

residing at

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



20100331000095730 4/4 \$57.50
Shelby Cnty Judge of Probate, AL
03/31/2010 10:14:54 AM FILED/CERT

SCHEDULE A – LEGAL DESCRIPTION

A lot in the town of Columbiana in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West more particularly described as follows: Beginning at the intersection of the East right of way line of State Highway No. 25 known as Calera-Columbiana Highway and the south boundary of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West, said point being represented by an iron pin set in the concrete on the north bank of a big ditch; Run thence North 20 degrees 20 minutes East along said highway right-of-way 125.5 feet to the Southwest corner of McDow lot; Thence run North 83 degrees 2 minutes East along the south line of McDow lot 112.6 feet to the Northwest corner of Shelby County Farm Bureau lot; thence South along the West line of said Farm Bureau lot to a point on the North bank of a big ditch, which point is 133.5 feet East of the point of beginning; thence South 81 degrees 10 minutes West a distance of 133.5 feet to the point of beginning; being situated in Shelby County.