

\$200.25

20111129000358950 1/3 \$200.25  
Shelby Cnty Judge of Probate, AL  
11/29/2011 08:45:48 AM FILED/CERT

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## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT ("Agreement") is made this 21st day of November, 2011, between CHARLOTTE REEVE, A MARRIED WOMAN, whose address is 7381 S.W. 167TH STREET, PALMETTO BAY, Florida 33157 ("Mortgagor"), and Merchants & Farmers Bank whose address is 3513 PELHAM PARKWAY, PELHAM, Alabama 35124 ("Lender").**

**Merchants & Farmers Bank and Mortgagor entered into a Mortgage dated July 21, 2011 and recorded on August 8, 2011, filed for record in records of JUDGE OF PROBATE of SHELBY COUNTY, State of Alabama, with recorder's entry number 20110808000232360 ("Mortgage"). The Mortgage covers the following described real property:**

**Address: 7400 WYNDHAM PARKWAY, HELENA, Alabama 35080\***

**Legal Description: LOT 20, ACCORDING TO THE SURVEY OF WYNDHAM, BEDFORD SECTOR, AS RECORDED IN MAP BOOK 22, PAGE 146, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA**

**It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:**

- **The maturity date of the deed of trust is extended until 11/15/2021.**

Mortgagor 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 Mortgagor 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 Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors 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 is not the primary residence of Charlotte Reeve**

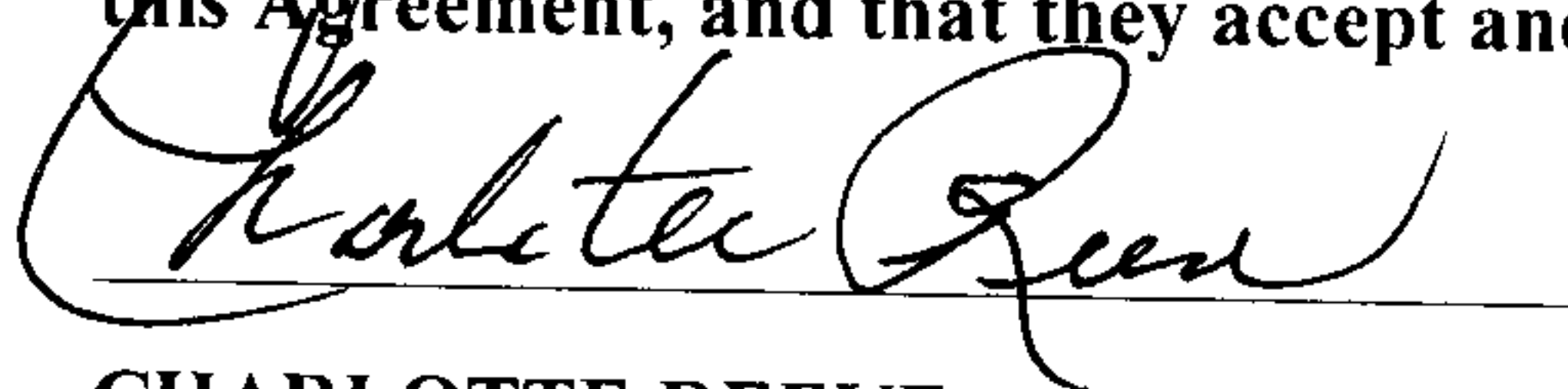
This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

**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: CHARLOTTE REEVE  
GEORGE J. REEVE**

**NOTE NUMBER: 1931200  
IN THE AMOUNT OF \$121,500.00  
MATURITY DATE: 11/15/2021**

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.



CHARLOTTE REEVE

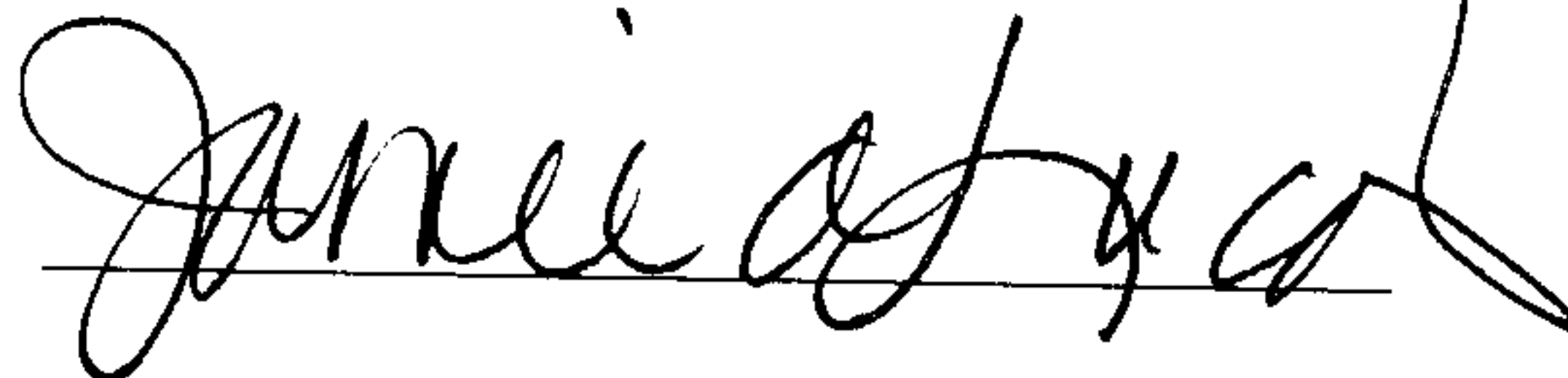
Date 11.21.11

**INDIVIDUAL ACKNOWLEDGMENT**

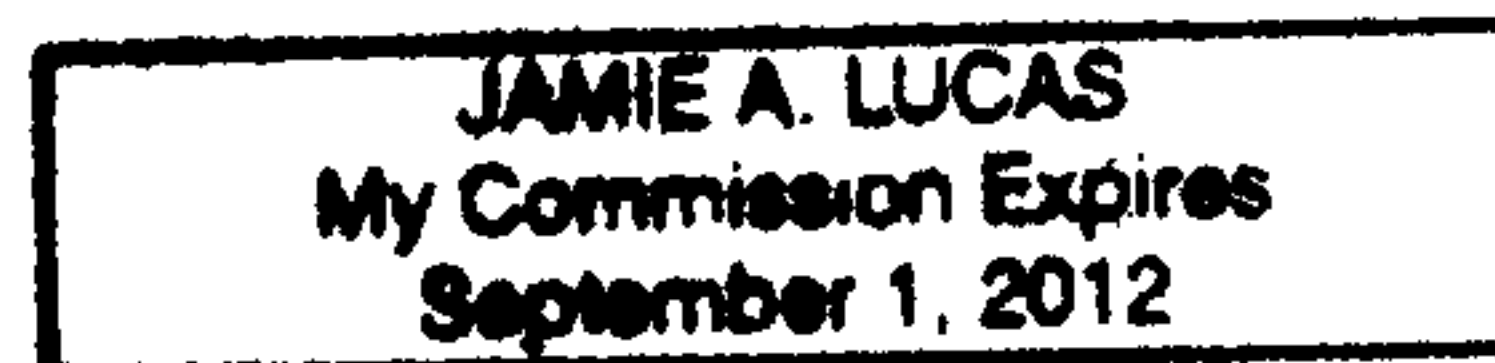
STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned notary, do hereby certify that **CHARLOTTE REEVE**, 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 11.21.11

My commission expires:




Identification Number



(Official Seal)

**LENDER: Merchants & Farmers Bank**



By: **LISA BERRY**  
Its: **BRANCH MANAGER**

Date 11.21.11





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**BUSINESS ACKNOWLEDGMENT**

STATE OF ALABAMA )

COUNTY OF *Shelby* )

I, *the undersigned* in and for said County and in said State, hereby certify that **LISA BERRY**, **BRANCH MANAGER** 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 *11.21.11*

My commission expires:

residing at  
*Shelby Co.*  
*AL*

Identification Number

(Official Seal)

**JAMIE A. LUCAS**  
**My Commission Expires**  
**September 1, 2012**

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**