
20111222000387570 1/4 \$81.75
Shelby Cnty Judge of Probate, AL
12/22/2011 08:50:30 AM FILED/CERT

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 9th day of December, 2011, between BENJAMIN EDWARD DAVIS, HUSBAND, whose address is 12976 HWY 61, WILSONVILLE, Alabama 35186, and BETHANY ANN ABRAMS DAVIS, WIFE, whose address is 12976 HWY 61, WILSONVILLE, Alabama 35186 ("Mortgagor"), and Merchants & Farmers Bank whose address is 106 EAST COLLEGE STREET, COLUMBIANA, Alabama 35051 ("Lender").

Merchants & Farmers Bank and Mortgagor entered into a Mortgage dated September 14, 2011 and recorded on September 19, 2011, filed for record in records of JUDGE OF PROBATE of SHELBY COUNTY, State of Alabama, with recorder's entry number 20110919000277170 ("Mortgage"). The Mortgage covers the following described real property:

Address: 12976 HWY 61, WILSONVILLE, Alabama 35186

Legal Description: Lot 1, according to the survey of Tommy Davis Family Subdivision, as recorded in Map Book 42, Page 98, in the Probate Office of Shelby County, Alabama.

ALSO, A 20' ingress, egress, utility and drainage easement, as shown on the Tommy Davis Family Subdivision, recorded in Map Book 42, Page 98, Judge of Probate, Shelby County, Alabama, lying 10' either side of and parallel to the following described centerline: Commence at the NE corner of the SW 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 1 East, Shelby County, Alabama; thence South 00 degrees 13 minutes 19 seconds East, a distance of 116.07 feet; thence South 84 degrees 21 minutes 41 seconds West, a distance of 538.40 feet to the POINT OF BEGINNING OF SAID CENTERLINE; thence South 24 degrees 40 minutes 29 seconds West, a distance of 264.53 feet; thence South 07 degrees 56 minutes 47 seconds West, a distance of 206.31 feet to the approximate northwesterly R.O.W. line of Shelby County Highway 61, 80' R.O.W. and the POINT OF ENDING OF SAID CENTERLINE.

Property Size: 6 acres.

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 12/20/2016.**

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.

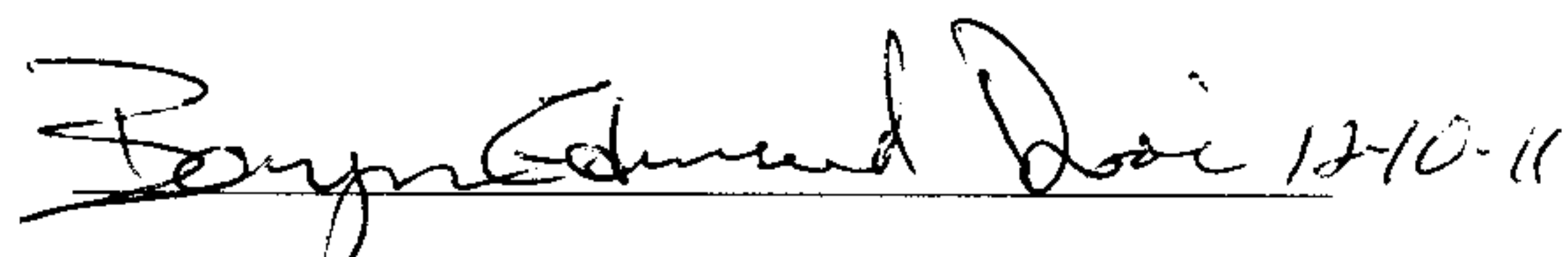
This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

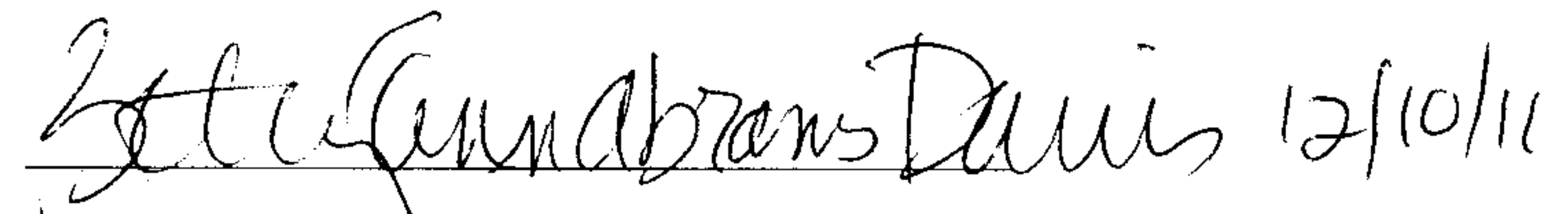
ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.


**ADDITIONAL PROVISIONS. BORROWERS: BENJAMIN EDWARD DAVIS
BETHANY ANN ABRAMS DAVIS**

**NOTE NUMBER: 1936450
IN THE AMOUNT OF \$40,459.50
MATURITY DATE: 12/20/2016**

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.


BENJAMIN EDWARD DAVIS Date


BETHANY ANN ABRAMS Date
DAVIS


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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF Shelby)

I, Casey Dooley, a notary, do hereby certify that **BENJAMIN EDWARD DAVIS**, and **BETHANY ANN ABRAMS DAVIS**, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification Agreement, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 10th day of December 2011

My commission expires: **My Commission Expires On May 9, 2012**


Casey Dooley

Identification Number

(Official Seal)

LENDER: Merchants & Farmers Bank

Carl Orso 12/10/11
By: Branch Manager Date
Its:


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BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

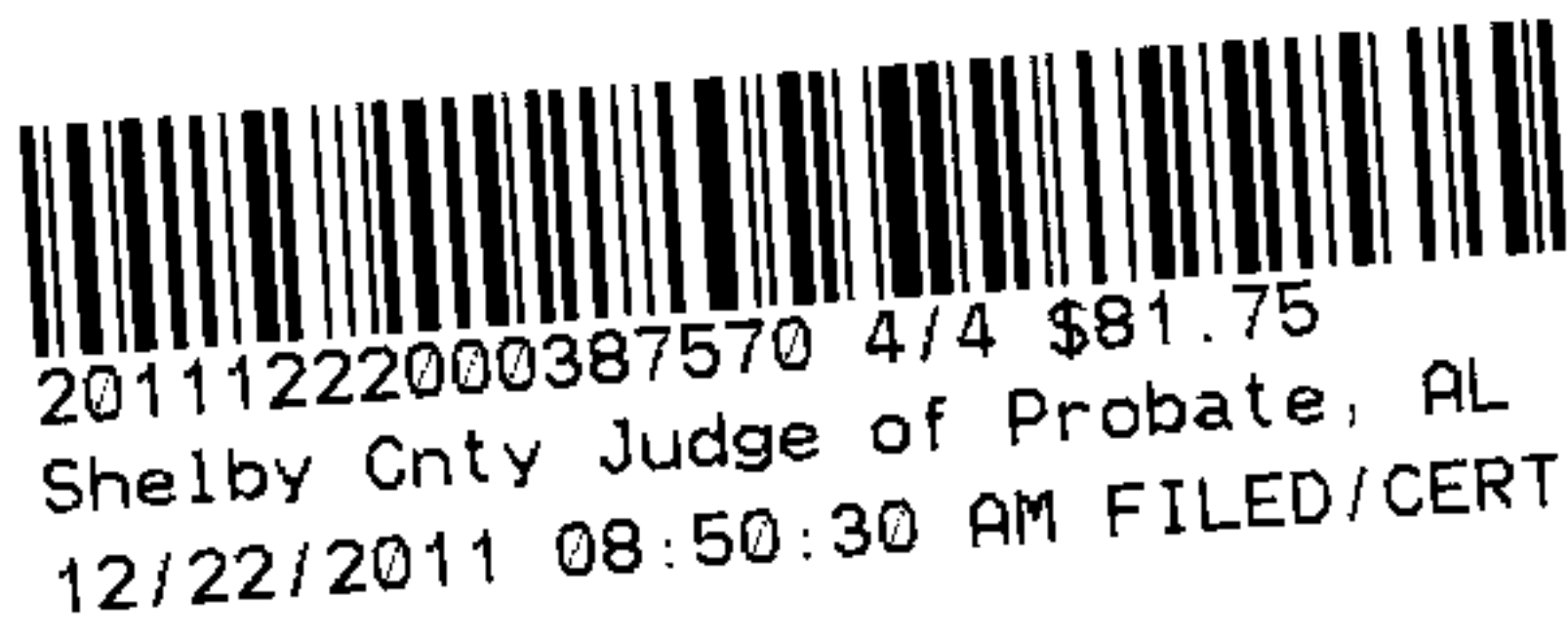
I, *Casey Dooley* a notary in and for said County and in said State, hereby certify that *Carl Orso*, Branch Manager of **Merchants & Farmers Bank**, a(n) Alabama **Corporation**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed 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 *16th* day of *December*, *2011*

My commission expires: **My Commission Expires On** *Casey Dooley*
residing at **May 9, 2012**

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