

20120103000002930 1/4 \$66.60
Shelby Cnty Judge of Probate, AL
01/03/2012 02:28:32 PM FILED/CERT

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 19th day of December, 2011, between Donald W. Shirley and Lynette K. Shirley, whose address is 142 Liberty Road, CHELSEA, Alabama 35043, and Lynette K. Shirley, whose address is 142 Liberty Road, CHELSEA, Alabama 35043 ("Mortgagor"), and Merchants & Farmers Bank whose address is 16623 HIGHWAY 280, CHELSEA, Alabama 35043 ("Lender"). Merchants & Farmers Bank and Mortgagor entered into a Mortgage dated October 25, 2010 and recorded on November 12, 2010, filed for record in records of PROBATE JUDGE of SHELBY COUNTY, State of Alabama, with recorder's entry number 201103210008930 ("Mortgage"). The Mortgage covers the following described real property:

Address: 142 Liberty Road, CHELSEA, Alabama 35043

Legal Description: SEE ATTACHED EXHIBIT "A"

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 01/02/2022.**

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.

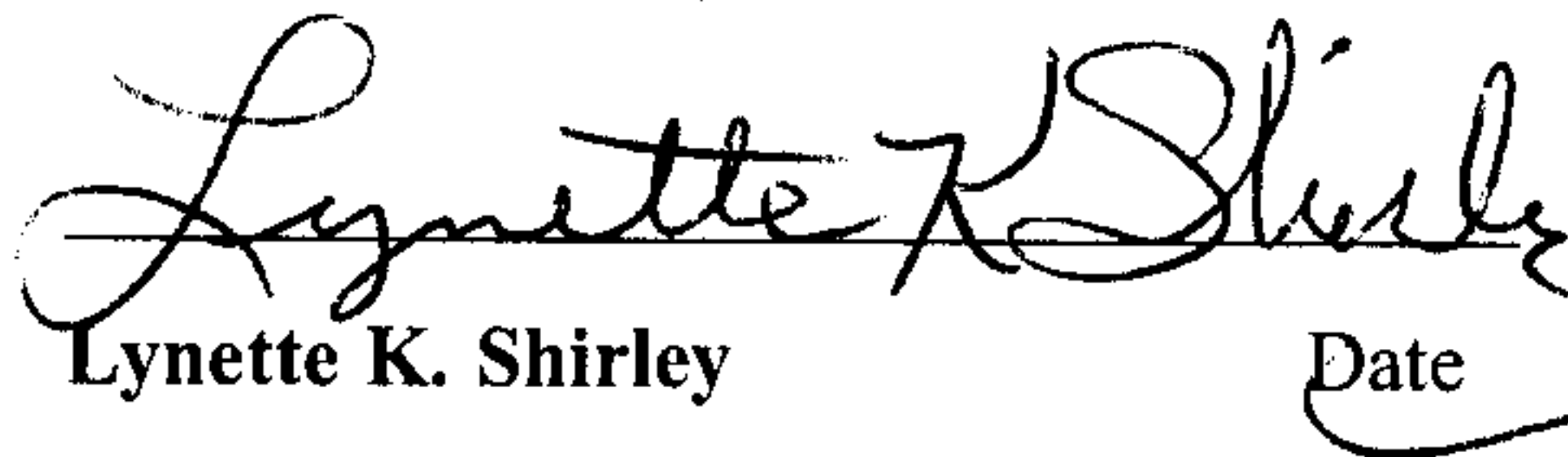
**ADDITIONAL PROVISIONS. BORROWER: DONALD W. SHIRLEY
WAYNE SHIRLEY**

**NOTE NUMBER: 1915150
IN THE AMOUNT OF \$30,358.00
MATURITY DATE: 1/02/2022**

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.

 12-19-2011

Donald W. Shirley Date

 12-19-2011

Lynette K. Shirley Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Shelby)

I, Glenda K. Luther, a notary, do hereby certify that **Donald W. Shirley** and **Lynette K. Shirley**, and **Lynette K. Shirley**, 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 19th day of December, 2011.

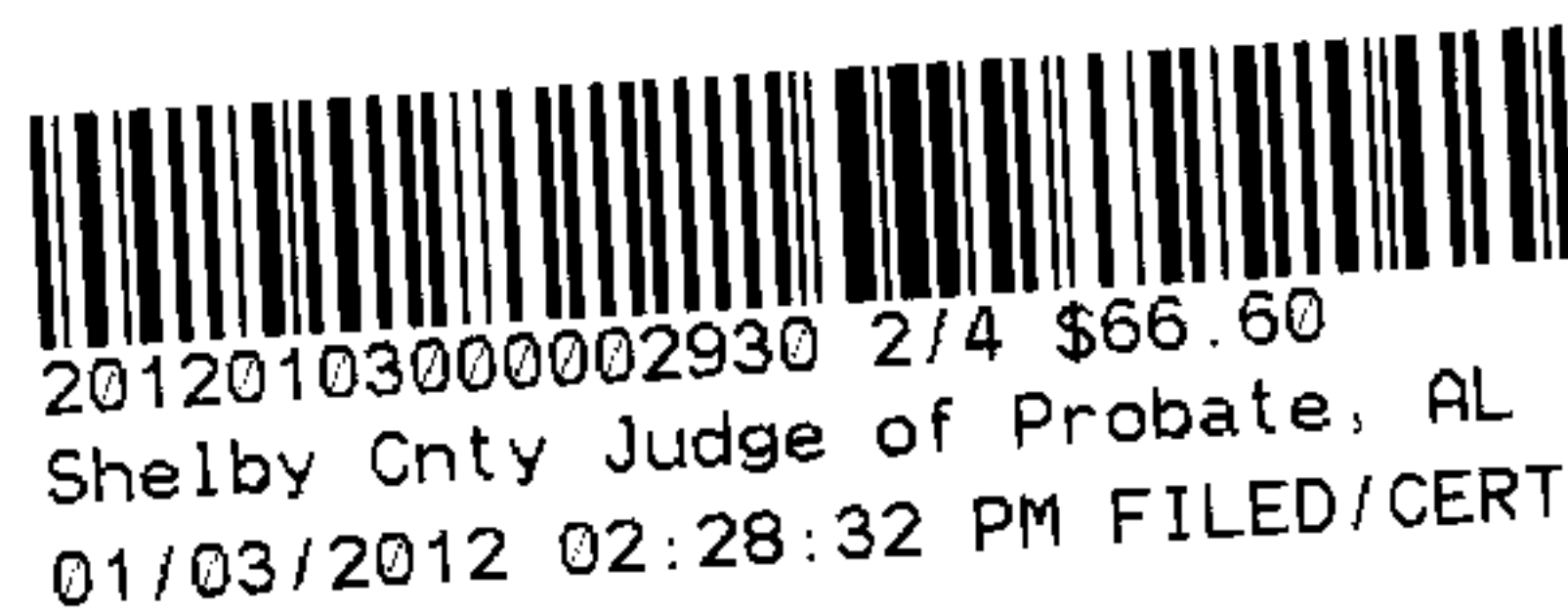
My commission expires: 1-8-2013


Identification Number

(Official Seal)

LENDER: Merchants & Farmers Bank

 12-19-2011
By: Date
Its:



BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, *Glanda K Lohr* *notary* in and for said County and in said State, hereby certify that
Karin W Morris *Vice 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 **19th** day of **December, 2011**.

My commission expires: **1-8-2013**

residing at

Glanda K Lohr

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



**Mississippi Valley Title Insurance Company
Old Republic National Title Insurance Company**

124 One Madison Plaza, Suite 2100

Madison, MS 39110

SCHEDULE A


mv10-18555a

Commitment No.V261221:

EXHIBIT A

Commence at the SE corner of the NE ¼ of the SE ¼ of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama; thence North 00 degrees 39 minutes 18 seconds West, a distance of 829.93 feet to the POINT OF BEGINNING; thence North 01 degree 54 minutes 06 seconds East a distance of 501.59 feet to a point on the southerly R.O.W. line of Shelby County Highway 439, 60' R.O.W.; thence South 48 degrees 14 minutes 34 seconds West and along said R.O.W. line, a distance of 148.00 feet to the beginning of a curve to the left, having a radius of 1670.00, a central angle of 11 degrees 14 minutes 33 seconds and subtended by a chord which bears South 42 degrees 37 minutes 18 seconds West, and a chord distance of 327.16 feet; thence along the arc of said curve and said R.O.W. line, a distance of 327.68 feet; thence South 37 degrees 00 minutes 02 seconds West and along said R.O.W. line, a distance of 74.40 feet; thence South 18 degrees 48 minutes 04 seconds East and leaving said R.O.W. line, a distance of 360.68 feet; thence North 49 degrees 14 minutes 38 seconds East, a distance of 365.84 feet to the POINT OF BEGINNING.

According to the survey of Rodney Y. Shiflett, Al. Reg. #21784, dated November 3, 2009.


20120103000002930 4/4 \$66.60
Shelby Cnty Judge of Probate, AL
01/03/2012 02:28:32 PM FILED/CERT

This Commitment Valid Only If Schedule B And Commitment Jacket are Attached

Schedule A of this Commitment consists of 2 page(s)