

Re-recording to
Correct Acknowledgement
Date.

20111018000310910 1/4 \$156.75
Shelby Cnty Judge of Probate, AL
10/18/2011 03:53:53 PM FILED/CERT

20120112000016420 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
01/12/2012 03:57:49 PM FILED/CERT

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **12th day of September, 2011**, between **MARY M SUTTLE**, whose address is **1824 HWY 30, COLUMBIANA, Alabama 35051** ("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 **July 24, 2007** and recorded on **July 30, 2007**, filed for record in records of **PROBATE COURT** of **SHELBY COUNTY**, State of Alabama, with recorder's entry number **20070730000353460** ("Mortgage"). The Mortgage covers the following described real property:

Address: **1824 HWY 30, COLUMBIANA, Alabama 35051**

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:

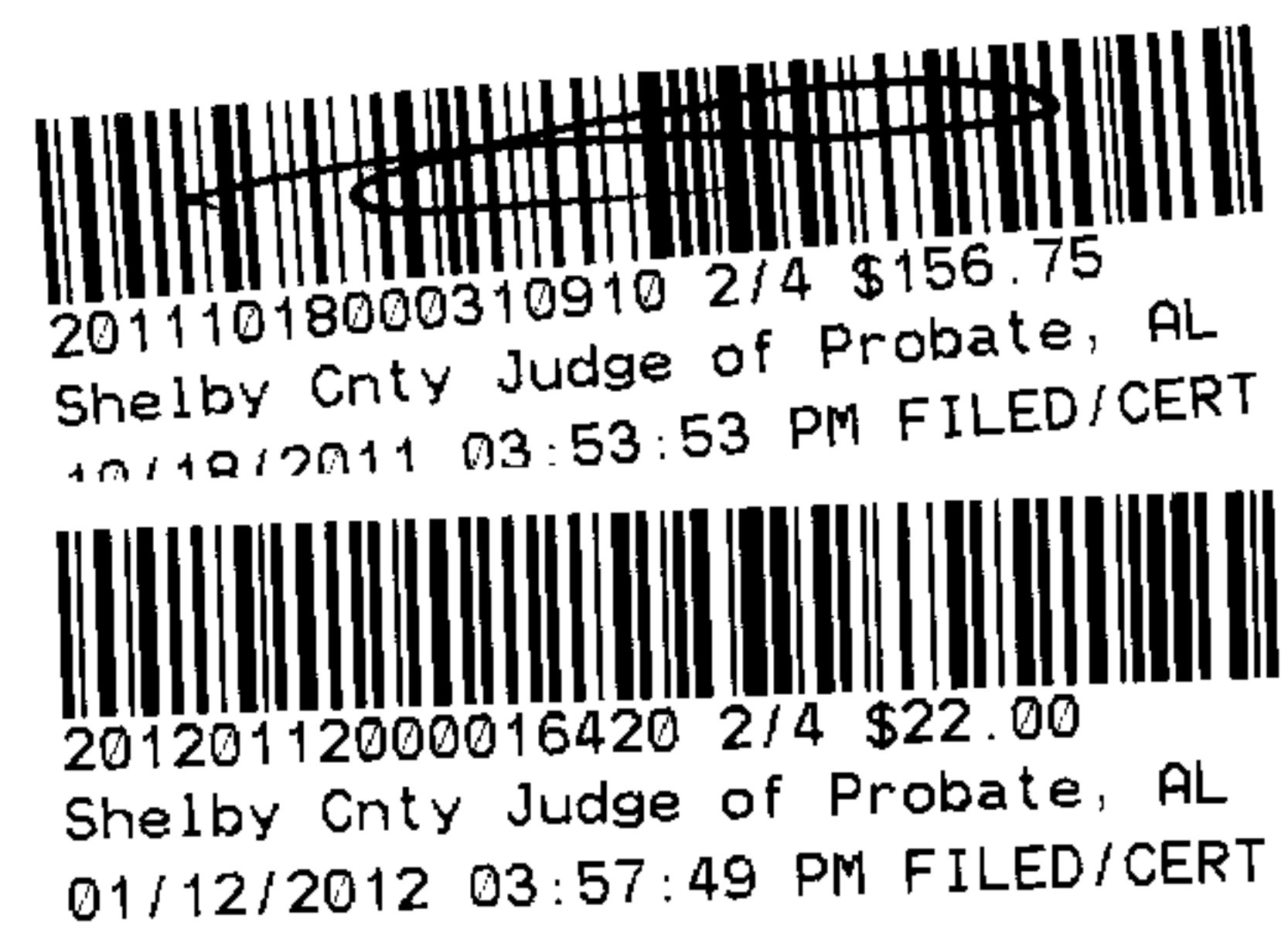
- **The maturity date of the deed of trust is extended until 09/15/2021.**

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 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: MARY M. SUTTLE
NOTE NUMBER: 319931000
IN THE AMOUNT OF \$90,439.00
MATURITY DATE: 09/15/2021

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.

J W Suttle POA 9-12-11
MARY M SUTTLE Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Donna S. Gannon, a notary public, do hereby certify that **MARY M SUTTLE**, 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 12th day of Sept. 2011.

My commission expires: June 30, 2015


Donna S. Gannon


Identification Number

(Official Seal)

LENDER: Merchants & Farmers Bank

Carl Dasso 9/12/11
By: Branch Manager Date
Its:


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BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Donna S Gannon notary public in and for said County and in said State, hereby certify that
Mary M Suttle, 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 13th day of Sept. 2011

My commission expires: June 20, 2015

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

EXHIBIT "A"

20070730000353460 5/5 \$90.50
Shelby Cnty Judge of Probate, AL
07/30/2007 02:04:19PM FILED/CERT

All that part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 20, Township 21, Range 1 East, lying south and east of Mardis Ferry Road and west of the road leading from the Mardis Ferry Road to the house of L. M. Templin.

Also, the N $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 20, Township 21 Range 1 East, except that part lying east of the road leading from the Mardis Ferry Road to the house of L. M. Templin, Shelby County, Alabama.

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The E $\frac{1}{2}$ of the SW $\frac{1}{4}$; the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, all that part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ which lies South of the Mardis Ferry road and East of the Road leading from the Mardis Ferry road to the home formerly belonging to L. M. Templin; All that part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ which lies South of the Mardis Ferry Road and East of the road leading from the Mardis Ferry Road to the home of L. M. Templin; and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 20 Township 21 Range 1 East, together with all improvements thereon, all timber, fences, building material on said property, electric water pump, tank and pipe attached thereto, sink, and all growing crops.

Less and except an easement with the Alabama Power Company, the Telephone Company and the County Road.

The South Half of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 20, Township 21 South, Range 1 East, Shelby County, Alabama.