



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

1912315

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **1st day of February, 2012**, between **SHELBY MEDICAL PARTNERS, LLC**, an Alabama Limited Liability Company, whose address is **120 18TH STREET SOUTH SUITE 101, BIRMINGHAM, Alabama 35233** ("Mortgagor"), and **Merchants & Farmers Bank** whose address is **107 INVERNESS CORNERS, INVERNESS, Alabama 35242** ("Lender").

Merchants & Farmers Bank and Mortgagor entered into a Mortgage dated **August 30, 2010** and recorded on **September 7, 2010**, filed for record in records of **PROBATE COURT of SHELBY COUNTY**, State of Alabama, with recorder's entry number **100907000288260** ("Mortgage"). The Mortgage covers the following described real property:

Address: **644 2ND STREET NORTHEAST, ALABASTER, Alabama 35007**

Legal Description: **Parcel I:**

Lots 19, 20, 21 and 22, Block 4, according to the Nickerson-Scott Survey, as recorded in Map Book 3, Page 34, in the Probate Office of SHELBY County, ALABAMA, being a subdivision of a part of the East 1/2 of the SE 1/4 of Section 35 and part of the NW 1/4 of the SW 1/4 of Section 36, all in Township 20 South, range 3 West.

Parcel II:

All rights of access to and parking upon, Lots 23 and 24 in Block 4 according to said Nickerson-Scott Survey as recorded in said Map Book 3 at page 34 in said Probate Office, as created in an instrument from Frank Abernathy to the board that is recorded in Deed Book 344 at page 517 in the records of the Office of the Judge of Probate of 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 11/05/2015~~ **9/15/2015**

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.

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Shelby Cnty Judge of Probate, AL
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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: SHELBY MEDICAL PARTNERS, LLC

NOTE NUMBER: 1912315

IN THE AMOUNT OF \$1,401,426.00 ORIGINAL MORTGAGE AMOUNT \$1,330,000.00

MATURITY DATE: ~~11/05/2015~~

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.

SHELBY MEDICAL PARTNERS, LLC

By: **PANNONIA HOLDINGS, LLC, Managing Member**

By: **TIMOTHY S. BLAIR**
Its: **Managing Member**

Date **2/1/12**

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF **Shelby**)

I, **Deborah Cereis** notary in and for said County and in said State, hereby certify that **TIMOTHY S. BLAIR**, Managing Member of **PANNONIA HOLDINGS, LLC**, on behalf of **SHELBY MEDICAL PARTNERS, 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 **1st day of February**, **2012**

My commission expires: **4-21-14**

Deborah Cereis

Identification Number

(Official Seal)

LENDER: Merchants & Farmers Bank

By: Chad Long
Its: VP

Date 2/1/12

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Deborah Coors notary in and for said County and in said State, hereby certify that
Chad Long, VP 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 1st day of February, 2012

My commission expires: 4-21-14

Deborah Coors

residing at
107 Inverness Circle
Birmingham AL 35242 Identification Number

(Official Seal)

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