

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **27th day of April, 2012**, between **SUMMER HILL BAPTIST CHURCH**, an Alabama Nonprofit Association or Organization, whose address is **P O BOX 1903, 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 **August 8, 2008** and recorded on **August 15, 2008**, filed for record in records of **PROBATE OFFICE** of **SHELBY COUNTY**, State of Alabama, with recorder's entry number **20080815000330360** ("Mortgage"). The Mortgage covers the following described real property:

Address: **17997 HWY 25, 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:

- **ADD THE CORRECT LEGAL DESCRIPTION.**

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: SUMMER HILL BAPTIST CHURCH
NOTE # 1864315
IN THE AMOUNT OF \$40,546.00
MATURITY DATE 09/05/2015

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.

SUMMER HILL BAPTIST CHURCH

Billy Ray Smith 4/30/12
By: **BILLY RAY SMITH** Date
Its: **Member**

John Wayne Loyd 4/30/12
By: **JOHN WAYNE LOYD** Date
Its: **Member**

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 **BILLY RAY SMITH, Member** and **JOHN WAYNE LOYD, Member** on behalf of **SUMMER HILL BAPTIST CHURCH**, an Alabama Nonprofit Association or Organization, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their official capacities and with full authority, executed the same voluntarily for and as the act of said Nonprofit Association or Organization. Given under my hand this the *30th day of April, 2012.*

My commission expires:

My Commission Expires On
May 9, 2012

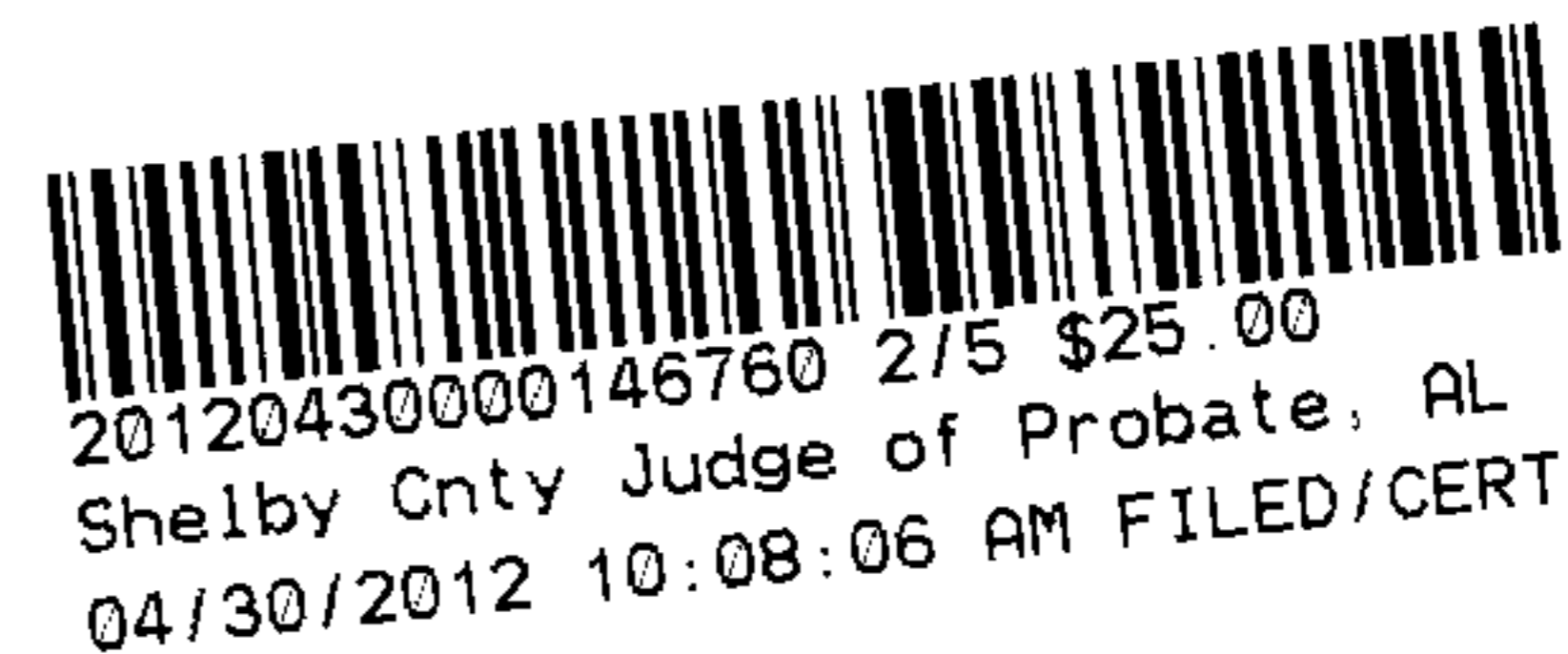
Casey Dooley

Identification Number

(Official Seal)

LENDER: Merchants & Farmers Bank

Carl Orso 4/30/12
By: *Carl Orso*
Its: *Branch Manager* Date



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 *30th day of April, 2012*

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

residing at

Casey Dooley

Identification Number

(Official Seal)



20120430000146760 3/5 \$25.00
Shelby Cnty Judge of Probate, AL
04/30/2012 10:08:06 AM FILED/CERT

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

MV-11-19143

Commitment No. V242976:

EXHIBIT A



20120430000146760 4/5 \$25.00
Shelby Cnty Judge of Probate, AL
04/30/2012 10:08:06 AM FILED/CERT

TRACT I (Deed Book 4, Page 470):

Beginning at a stake on the Southern boundary line of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 33, Township 21 South, Range 1 West, and running West 17 rods and 13 feet; thence North 17 rods and 13 feet; thence East 17 rods and 13 feet; thence South to the point of beginning.

LESS AND EXCEPT that portion conveyed to Odell Baker Wingard by deed recorded in Deed Book 94, Page 313, being more particularly described as follows: Beginning at the Southwest corner of Section 33, Township 21 South, Range 1 West, and running in an Eastward direction 881 feet to a stake which is the point of beginning. Continue this Eastward direction with the Section line 293.5 feet; thence in a Northerly direction 25 feet to the State Highway; thence along highway in a Westerly direction 300 feet; thence in a Southerly direction 85 feet to the point of beginning.

TRACT II (Deed Book 94, Page 312):

Beginning at the Southwest corner of Section 33, Township 21 South, Range 1 West, and running in an Eastward direction with the Section line 881 feet to a stake; thence 293.5 feet in a Northerly direction to the point of beginning; continue in the same Northerly direction 132.5 feet; thence in an Easterly direction 293.5 feet; thence in a Southerly direction 132.5 feet; thence in a Westerly direction 293.5 feet to the point of beginning.

TRACT III (Instrument #1992-21679):

Commence at the SE corner of the "Summer Hill Church Lot" in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 33, Township 21 South, Range 1 West (as described in deed recorded in Book 213, Page 663, in the Office of the Judge of Probate of Shelby County); thence proceed Easterly 129 feet to the SE corner of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of such Section 33; thence turn North 2 degrees 15 minutes East and run 360 feet; thence run West for 129 feet to the NE corner of said Church Lot; thence run South to point of beginning.

TRACT IV (Instrument #20050527000257970);

Parcel 1:

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 33, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 33, Township 21 South, Range 1 West and run North 05 degrees 01 minutes 53 seconds East for a distance of 360.68 feet to the point of beginning; thence run North 89 degrees 39 minutes 42 seconds West for a distance of 424.57 feet; thence run North 05 degrees 01 minutes 53 seconds East for a distance of 922.87 feet; thence run South 88 degrees 36 minutes 22 seconds East for a distance of 424.00 feet; thence run South 05 degrees 01 minutes 53 seconds West for a distance of 915.03 feet to the point of beginning.

(NOTE: TRACT IV overlaps with the description of TRACT II).

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

Schedule A of this Commitment consists of 3 page(s)

**Mississippi Valley Title Insurance Company
Old Republic National Title Insurance Company
124 One Madison Plaza, Suite 2100
Madison, MS 39110**

SCHEDULE A

MV-11-19143

Commitment No.V242976:

Parcel 2:

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 33, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 33, Township 21 South, Range 1 West and run North 05 degrees 01 minutes 53 seconds East for a distance of 360.68 feet; thence run North 89 degrees 39 minutes 42 seconds West for a distance of 424.57 feet to the point of beginning; thence run South 05 degrees 01 minutes 53 seconds West for a distance of 300.11 feet to the Northerly right of way line of Alabama Highway 25; thence run North 76 degrees 06 minutes 09 seconds West along said Northerly right of way line for a distance of 137.27 feet; thence run North 06 degrees 28 minutes 38 seconds East for a distance of 212.83 feet; thence run North 68 degrees 05 minutes 43 seconds East for a distance of 146.12 feet to the point of beginning.

