

20120709000241910 1/4 \$147.00
Shelby Cnty Judge of Probate, AL
07/09/2012 10:10:46 AM FILED/CERT

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: **529816**
NMLS ORIGINATOR IDENTIFIER: **642253**

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 29th day of June, 2012, between GLENDA C BALDWIN, whose address is 1842 SUNNYBROOK LN, HELENA, Alabama 35080-0000 ("Mortgagor"), and Merchants & Farmers Bank whose address is 3513 PELHAM PARKWAY, PELHAM, Alabama 35124 ("Lender").

Merchants & Farmers Bank and Mortgagor entered into a Mortgage dated November 17, 2005 and recorded on November 23, 2005, filed for record in records of JUDGE OF PROBATE of SHELBY COUNTY, State of Alabama, with recorder's entry number 20051123000611570 ("Mortgage"). The Mortgage covers the following described real property:

Address: 1842 SUNNYBROOK LN, HELENA, Alabama 35080-0000

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 07/05/2022.**

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. BORROWERS: GLENDA C. BALDWIN

NOTE NUMBER: 1881700

IN THE AMOUNT OF \$83,954.59

MATURITY DATE: 07/05/2022

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.

Glenda C Baldwin

GLENDA C BALDWIN

Date 4.29.12

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a notary, do hereby certify that **GLENDA C BALDWIN**, 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 29th day of June 2012

My commission expires:

Cherie Horton

Identification Number

Cherie Horton
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
August 25, 2013

(Official Seal)

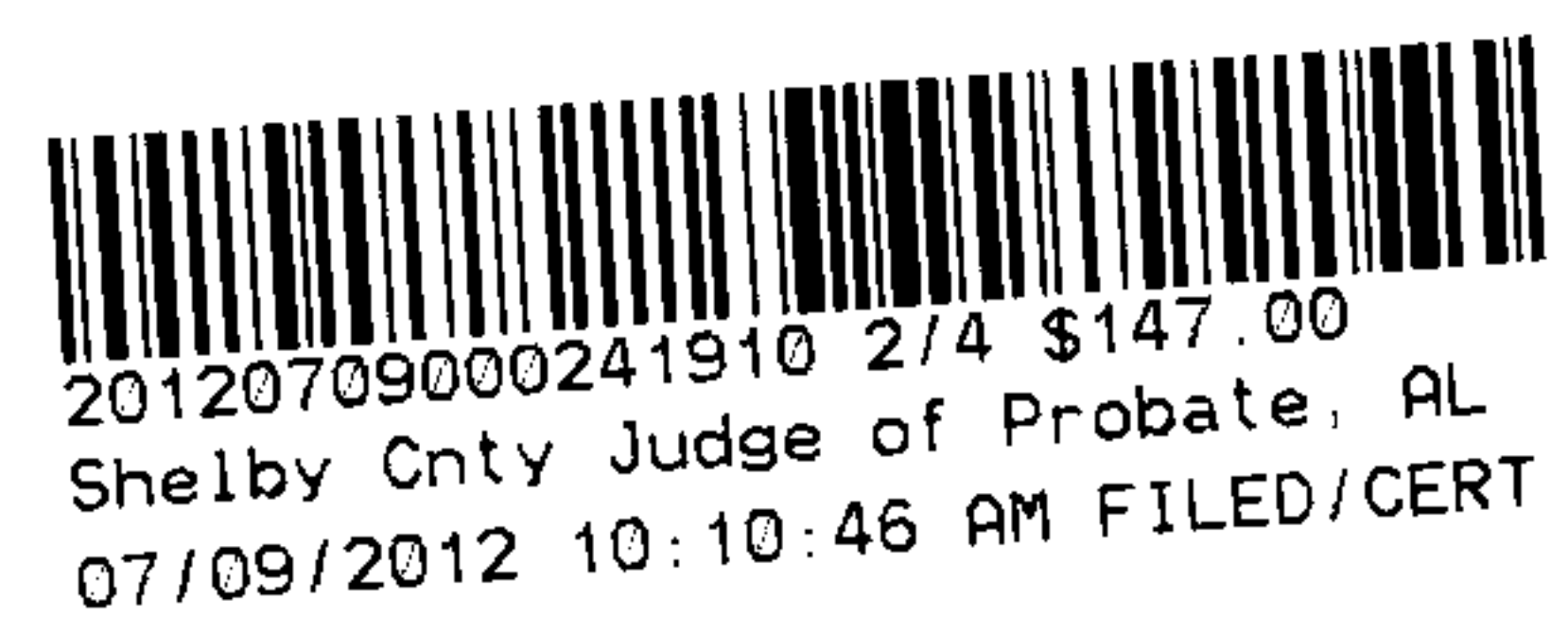
LENDER: Merchants & Farmers Bank

Lisa Berry 4.29.12

By: **LISA BERRY**

Date

Its: **BRANCH MANAGER**



BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned in and for said County and in said State, hereby certify that **LISA BERRY, 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 29 of June 2012.

My commission expires:

residing at shelby co,
AL,

Cherie Horton

Cherie Horton
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
August 25, 2013

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

A parcel of land being situated in the NE 1/4 of the NE 1/4 of Section 33, Township 20 South, Range 3 West, known as Lot 3, of Sunny Brook more particularly described as follows: Begin at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 20 South, Range 3 West; thence in an easterly direction along the South boundary of said 1/4-1/4 section 67.04 feet; thence turn an angle of 77 degrees 23 minutes to the left in a northeasterly direction 265.62 feet to the point of beginning; thence turn an angle of 73 degrees 12 minutes to the right in a northeasterly direction 264.29 feet to the intersection with the West right of way boundary of a public road, said intersection being in a curve turning to the left having a central angle of 6 degrees 26 minutes having a radius of 980.89 feet and having a chord 110.00 feet, said chord forming an angle of 92 degrees 29 minutes to the left (measures 88 degrees 30 minutes 43 seconds); thence in a northeasterly direction along the arc of said curve of 110.07 feet; thence turn an angle of 78 degrees 36 minutes to the left from said chord in a westerly direction 252 feet, more or less, to the East boundary of waters edge as it now exists; thence in a southwesterly direction along the East boundary of said waters edge 150 feet, more or less; thence in a northeasterly direction along a straight line 20 feet, more or less, to the point of beginning, said straight line also being in a straight line with the above mentioned line having a distance of 264.29 feet; being situated in Shelby County, Alabama.



20120709000241910 4/4 \$147.00
Shelby Cnty Judge of Probate, AL
07/09/2012 10:10:46 AM FILED/CERT