



(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **11th day of January, 2012**, between **Bruce W Barron**, whose address is **361 Ridge Road, SHELBY, Alabama 35143**, and **Donna Barron**, whose address is **361 Ridge Road, Shelby, Alabama 35143** ("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 **March 17, 2010** and recorded on **March 29, 2010**, filed for record in records of **PROBATE JUDGE of SHELBY COUNTY**, State of Alabama, with recorder's entry number **20100329000093570** ("Mortgage"). The Mortgage covers the following described real property:

Address: **361 Ridge Road, SHELBY, Alabama 35143**

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 01/20/2022.**

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: BURCE W. BARRON

NOTE NUMBER: 1898965

IN THE AMOUNT OF \$87,513.00

MATURITY DATE: 01/25/2022

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.

Burce W. Barron 1-11-2012

Burce W Barron Date

Donna Barron 1-11-2012

Donna Barron Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Shelby)

I, Glenda K. Weather, a notary, do hereby certify that **Burce W Barron**, and **Donna Barron**, 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 11th day of January 2012

My commission expires:

1-8-2013

Glenda K. Weather
Identification Number

(Official Seal)

LENDER: Merchants & Farmers Bank

[Signature] 1-11-2012

By: Date

Its:



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Shelby Cnty Judge of Probate, AL
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BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF)

I, Glanda Kluether, andary in and for said County and in said State, hereby certify that
Kenn W Mums, 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 11th day of January 2012

My commission expires: 1-8-2013

residing at

,

.

Glanda Kluether
Identification Number

(Official Seal)

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Shelby Cnty Judge of Probate, AL
08/23/2012 02:17:20 PM 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



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

SCHEDULE A

MV-11-19335

Commitment No.V261222:

EXHIBIT A

SURFACE RIGHTS ONLY TO:

PARCEL 5:

Commence at the Northwest corner of section 35, Township 24 North, Range 15 East, Shelby County, Alabama, and run thence East along the North line of said Section 35 a distance of 2008.83 feet to a point; thence South a distance of 1311.57 feet to the point of beginning and being on the South Bank of Shack Branch Cove on Lay Lake; thence South 81 degrees 59 minutes 32 seconds East along said South Bank a distance of 50.27 feet to a point; thence South 53 degrees 35 minutes 34 seconds East continuing along said South Bank a distance of 17.34 feet to a point; thence South 27 degrees 16 minutes 12 seconds East continuing along said South Bank a distance of 34.13 feet to a point; thence South 18 degrees 53 minutes 52 seconds West a distance of 219.56 feet to a point on the North right of way line of a 60-foot wide county gravel road; thence North 83 degrees 20 minutes 16 seconds West along said right of way line a distance of 71.28 feet to the P.C. of a curve to the right having a central angle of 9 degrees 55 minutes 29 seconds a radius of 166.82 feet, and a chord bearing North 78 degrees 22 minutes 35 seconds West, 28.85 feet to a point; thence North 20 degrees 37 minutes 18 seconds East a distance of 257.79 feet to the point of beginning.

According to survey of Joseph E. Conn, Jr., Reg. No. 9049, dated May 7, 1986.

PARCEL 6:

Commence at the Northwest corner of Section 35, Township 24 North, Range 15 East, Shelby County, Alabama and run thence East along the North line of said Section 35 a distance of 1906.58 feet to a point; thence South a distance of 1324.06 feet to the point of beginning and being on the South bank of shack Branch Cove on Lay Lake; thence North 65 degrees 20 minutes 46 seconds East along said South bank a distance of 51.09 feet to a point; thence South 81 degrees 00 minutes 49 seconds East along said South Bank a distance of 56.51 feet to a point; thence South 20 degrees 37 minutes 18 seconds West a distance of 257.79 feet to a point on the North right of way line of a 60-foot wide county gravel road; thence along a curve to the right having a central angle of 7 degrees 24 minutes 36 seconds a radius of 166.82 feet and a chord bearing North 69 degrees 42 minutes 34 seconds West, 21.56 feet to the P.T. of said curve; thence North 66 degrees 00 minutes 16 seconds West continuing along said right of way line a distance of 78.40 feet to a point; thence North 22 degrees 59 minutes 44 seconds East a distance of 205.78 feet to the point of beginning.

According to survey of Joseph E. Conn, Jr., Reg. No. 9049, dated May 7, 1986.