

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **21st day of December, 2011**, between **Clarence Wayne Ogle, Husband, and Donna J Ogle, Wife**, whose address is **143 Autry Lane, CHELSEA, Alabama 35043** ("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 **September 23, 2010** and recorded on **October 29, 2010**, filed for record in records of **JUDGE OF PROBATE** of **SHELBY COUNTY**, State of Alabama, with recorder's entry number **20101029000362850** ("Mortgage"). The Mortgage covers the following described real property:

Address: **143 Autry Lane, CHELSEA, Alabama 35043**

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 12-25-2021.**

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.



20120823000316800 1/4 \$165.00
Shelby Cnty Judge of Probate, AL
08/23/2012 02:17:21 PM FILED/CERT

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF *Shelby*)

I, *Glenda Winer, Notary* in and for said County and in said State, hereby certify that **KEVIN MORRIS, 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.

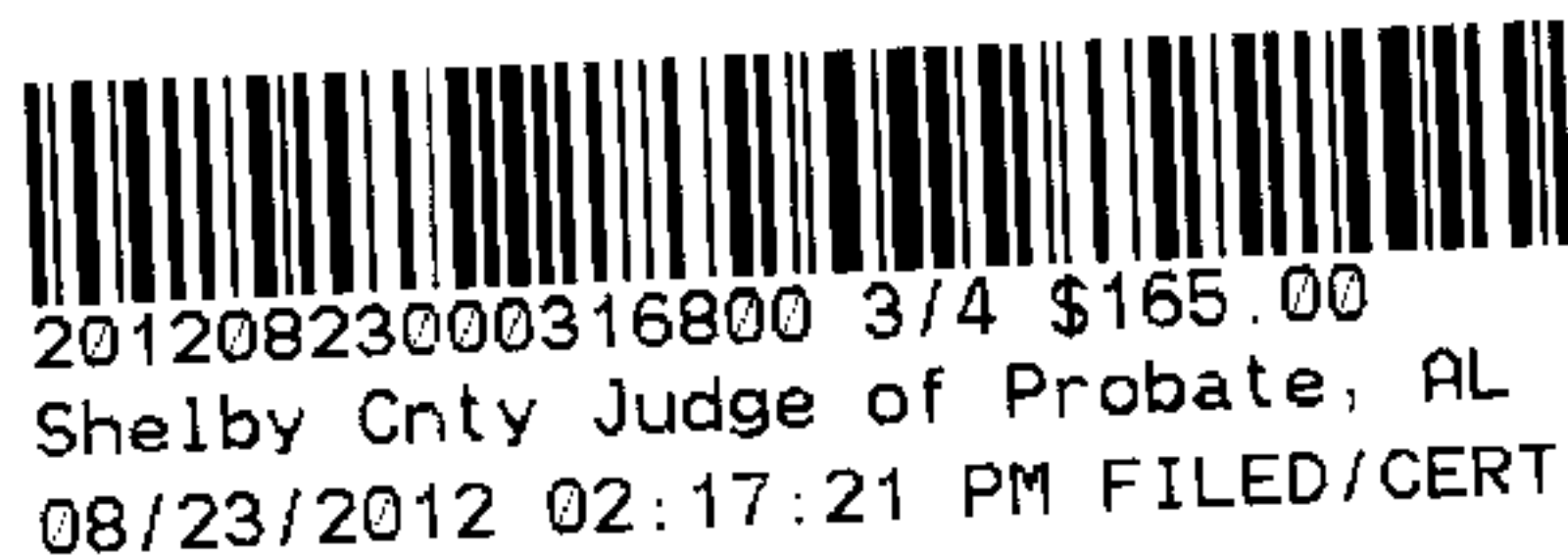
Given under my hand this the *21st* day of *December, 2011*.

My commission expires:
residing at
,
.

Glenda Winer
Identification Number

(Official Seal)

Expiration Date: 01/08/2013



**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

Commence at the SE corner of Section 27, Township 19 South, Range 1 West; thence run North 00 degrees 00 minutes 00 seconds East for 270.98 feet; thence run North 90 degrees 00 minutes 00 seconds West for 1957.94 feet to the POINT OF BEGINNING; thence run North 30 degrees 40 minutes 48 seconds West for 152.23 feet, more or less to a point 15-feet southeasterly of the centerline of Teen Town Road; thence run South 59 degrees 45 minutes 48 seconds East for 185.00 feet, more or less to a point; thence run North 34 degrees 35 minutes 54 seconds East for 77.06 feet to the POINT OF BEGINNING.

