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Shelby Cnty Judge of Probate, AL  
08/23/2012 02:57:16 PM FILED/CERT

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NMLS COMPANY IDENTIFIER: 529816  
NMLS ORIGINATOR IDENTIFIER: 642224

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this **15th day of August, 2012**, between **James Wesley Crim, Husband, and Karen L Crim, Wife**, whose address is **1894 Crenshaw Road, COLUMBIANA, Alabama 35051** ("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 **July 31, 2007** and recorded on **June 27, 2008**, filed for record in records of **JUDGE OF PROBATE of SHELBY COUNTY**, State of Alabama, with recorder's entry number **20080627000262380** ("Mortgage"). The Mortgage covers the following described real property:

Address: **1894 Crenshaw Road, 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:

- **The maturity date of the deed of trust is extended until 08/15/2017.**

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-



**BUSINESS ACKNOWLEDGMENT**

STATE OF ALABAMA )  
 )  
COUNTY OF *Shelby* )

I, *Renea W Blackaby, 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 *15th day of August, 2012*

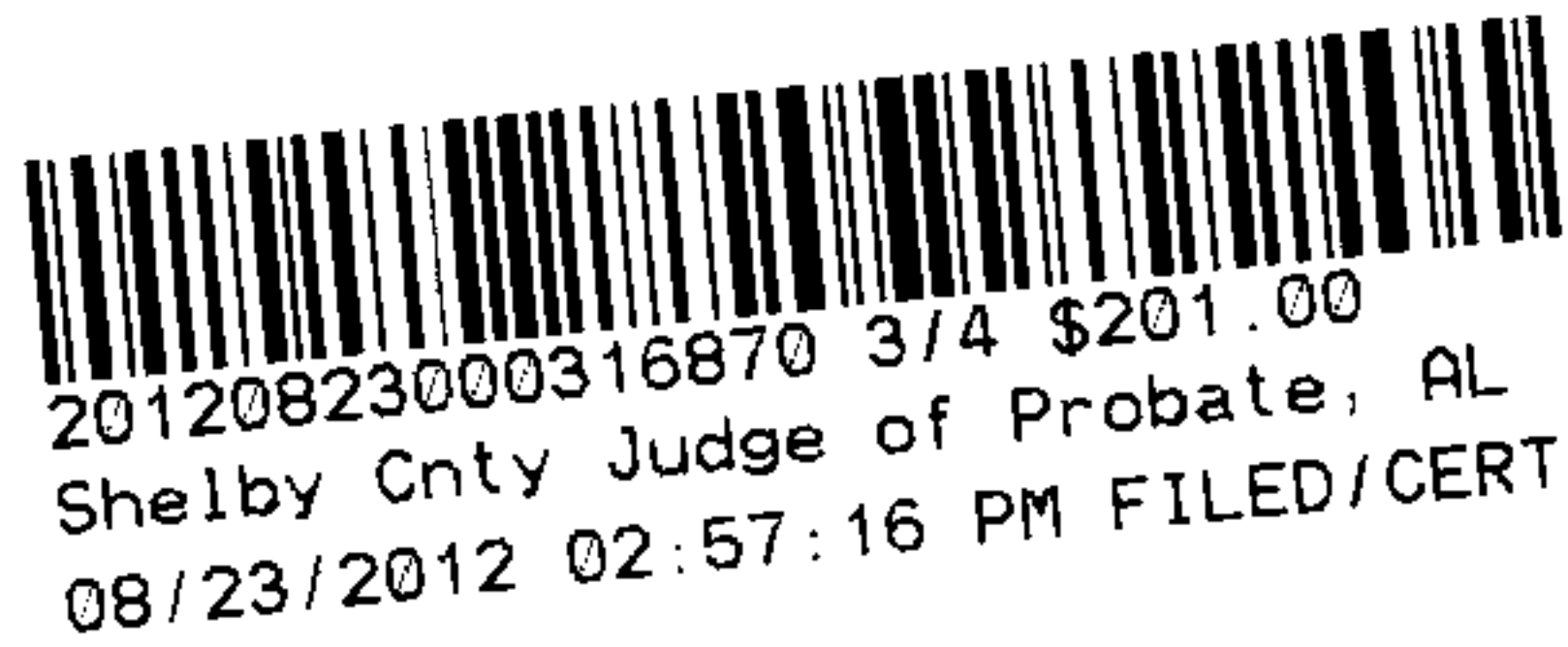
My commission expires:

*Renea W Blackaby*

residing at  
**NOTARY PUBLIC EXPIRATION DATE:**  
**APRIL 5, 2016**

Identification Number

(Official Seal)



**THIS INSTRUMENT PREPARED BY:**  
**Merchants & Farmers Bank**  
**134 WEST WASHINGTON ST.**  
**KOSCIUSKO, MS 39090**

**AFTER RECORDING RETURN TO:**  
**Merchants & Farmers Bank**  
**P.O. Box 520**  
**KOSCIUSKO, MS 39090**

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

File No.: S-07-16237a

Commitment No.: C-S-07-16237a

## EXHIBIT A

A parcel of land located in the Southeast  $\frac{1}{4}$  of Section 24, Township 20 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

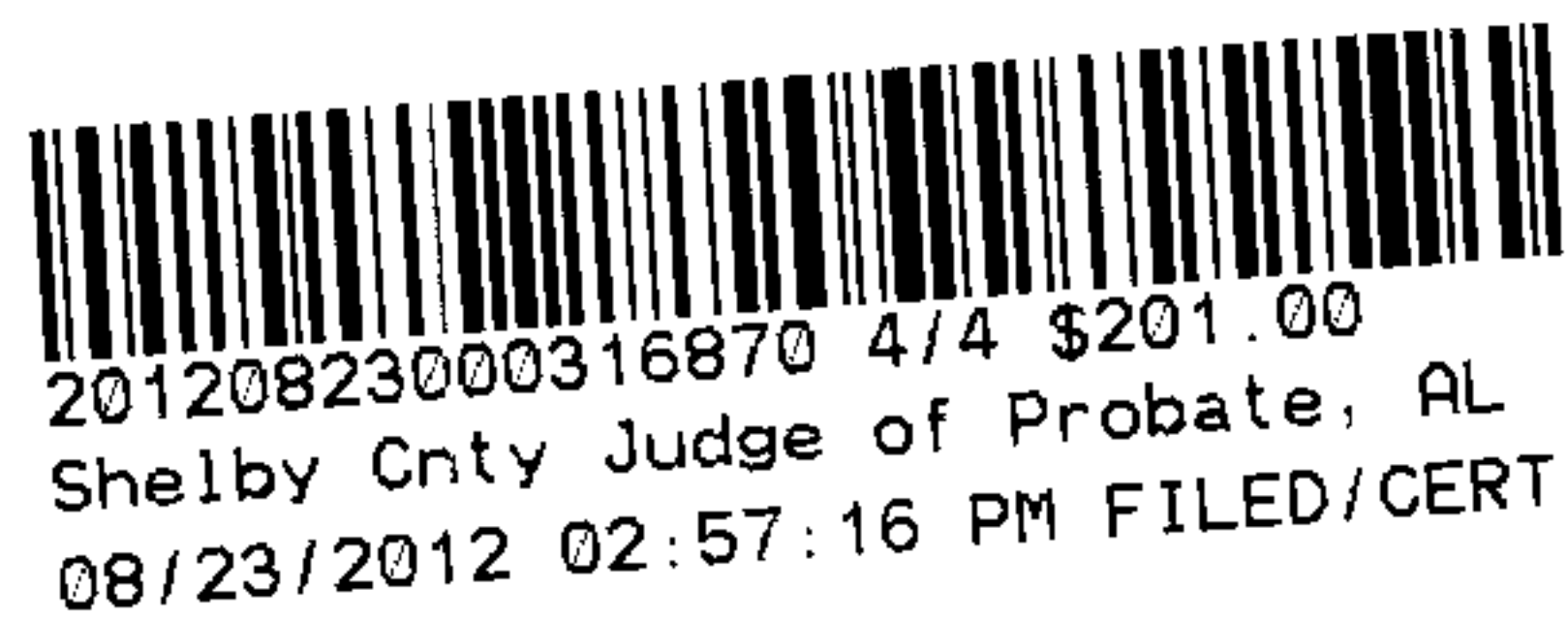
Commence at the Southeast corner of Section 24, Township 20 South, Range 1 West, Shelby County, Alabama; thence run in a Westerly direction along the South line of said Section a distance of 670.26 feet to the point of beginning of the herein described parcel; thence continue in a Westerly direction along the South line of said Section a distance of 1803.37 feet to a point; thence turn an interior angle of 88 degrees 01 minutes 40 seconds and run to the right in a Northerly direction a distance of 10.90 feet to a point; thence turn an interior angle of 271 degrees 58 minutes 20 seconds and run to the left in a Westerly direction a distance of 207.42 feet to a point on the West line of the Southeast  $\frac{1}{4}$  of said Section; thence turn an interior angle of 88 degrees 01 minutes 40 seconds and run to the right in a Northerly direction and along the West line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 86.41 feet to a point; thence turn an interior angle of 120 degrees 09 minutes 40 seconds and run to the right in a Northeasterly direction a distance of 1202.87 feet to a point; thence turn an interior angle of 181 degrees 40 minutes 10 seconds and run to the left in a Northeasterly direction a distance of 441.74 feet to a point in the center line of Crenshaw Road; thence turn an interior angle of 132 degrees 39 minutes 40 seconds and run to the right in a Southeasterly direction and along the center line of said road a distance of 137.52 feet to a point; thence turn an interior angle of 187 degrees 30 minutes 10 seconds and run to the left in a Southeasterly direction and along said center line a distance of 124.75 feet to a point; thence turn an interior angle of 147 degrees 14 minutes 10 seconds and run to the left in a Northeasterly direction and along said center line a distance of 169.99 feet to a point; thence turn an interior angle of 185 degrees 36 minutes 20 seconds and run to the left in a Northeasterly direction and along said center line a distance of 76.25 feet to a point; thence turn an interior angle of 75 degrees 10 minutes 20 seconds and run to the right in a Southerly direction a distance of 977.72 feet to the point of beginning of the herein described parcel.

Situated in Shelby County, Alabama.

LESS AND EXCEPT  $\frac{1}{2}$  ACRE in the SW corner, being 47  $\frac{1}{2}$  yards square.

LESS AND EXCEPT THAT PORTION previously conveyed as shown in Deed Book 290, Page 532, in Probate Office.

LESS AND EXCEPT THAT PORTION previously conveyed as shown in Real Record 51, Page 285, in Probate Office.



**STEWART TITLE  
GUARANTY COMPANY**