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NMLS COMPANY IDENTIFIER: **529816**
NMLS ORIGINATOR IDENTIFIER: **642229**

# MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this **21st day of March, 2013**, between **FRANK W HALL SR, UNMARRIED**, whose address is **3608 HWY 109, COLUMBIANA**, Alabama **35051-0000** , **FRANK W. HALL JR., OWNER, MARRIED**, whose address is **3616 HWY 109, COLUMBIANA**, Alabama **35051** , **PAMELA H WHEELER, OWNER, MARRIED**, whose address is **3562 HWY 109, COLUMBIANA**, Alabama **35051** , and **STEPHEN WHEELER, HUSBAND**, whose address is **3562 HWY 109, 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 **May 1, 2000** and recorded on **May 4, 2000**, filed for record in records of **JUDGE OF PROBATE** of **SHELBY COUNTY**, State of Alabama, with recorder's entry number **2000-14680** ("Mortgage"). The Mortgage covers the following described real property:

Address: **3608 HWY 109, COLUMBIANA**, Alabama **35051-0000**
Legal Description: **Not the Homestead of spouse of Frank W. Hall, Jr., Grantor**
**SEE ATTACHED EXHIBIT "A"**
Parcel ID/Sidwell Number: **16 4 18 0 000 009.020**

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 mortgage is extended until 04/01/2018**.

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: FRANK W. HALL, SR**
**NOTE NUMBER: 1968345**
**IN THE AMOUNT OF $12,877.36**
**MATURITY DATE: 04/01/2018**

**A modification of the mortgage dated 05/01/2000 in the amount of $30,000.00 in the name of Frank William Hall, Sr. and wife, Earline G. Hall, Frank W. Hall, Jr., married, and Pamela Hall Wheeler, married. The mortgage was recorded with the Shelby County Judge of Probate on 05/04/2000 in instrument number 2000-14680.**
**The Modification Agreement needs to document the following changes to the Mortgage:**
****** Earline G. Hall is being removed from the note and mortgage due to the fact that she died on 9/24/2012.**

**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.**

Frank W Hall SR 3-21-13
**FRANK W HALL SR** Date

Frank W Hall Jr 3-21-13
**FRANK W. HALL JR.** Date

Pamela H Wheeler 3-21-13
**PAMELA H WHEELER** Date

3/21/13
**STEPHEN WHEELER** Date

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**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF ALABAMA )
)
COUNTY OF Shelby )

I, Donna S Gannon, a notary public, do hereby certify that **FRANK W HALL SR, FRANK W. HALL JR., PAMELA H WHEELER**, and **STEPHEN WHEELER**, 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 21st day of March, 2013

My commission expires: June 30, 2015 Donna S Gannon 3/21/13

Identification Number

(Official Seal)

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**LENDER: Merchants & Farmers Bank**

Laurie Edwards 3-21-13

By: **LAURIE EDWARDS** Date
Its: PBO

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## BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA )
)
COUNTY OF Shelby )

I, Donna S Gannon, notary public in and for said County and in said State, hereby certify that **LAURIE EDWARDS**, 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 March 21, 2013 .

My commission expires: June 30, 2015

Donna S Gannon

residing at ,

,

.

Identification Number

(Official Seal)

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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**

Exhibit "A"

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**LEGAL DESCRIPTION:**

A parcel of land located in the West ½ of the SE ¼ of Section 18, Township 20 South, Range 1 East, Shelby County, Alabama, more particularly described as follows:
From the NW corner of the NW ¼ of the SE ¼ of Section 18, Township 20 South, Range 1 East, Shelby County, run along the West ¼ - ¼ line South 00 deg. 34 min. 22 sec. East 263.14 feet to an iron rod and the beginning point of subject lot; from said point, run along a red painted line South 32 deg. 21 min. 22 sec. East 1344.52 feet to an iron rod on the Northwesterly right of way line of County Road 109, an unpaved road; thence run Northeasterly along said right of way line 628.08 feet to an iron rod; thence run along a red painted line North 61 deg. 56 min. 25 sec. West 1278.8 feet, back to the beginning point; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

LESS AND EXCEPT the following described property:

Commence at an iron pin found locally to be the Northwest corner of said ¼ - ¼ Section and run in a Southerly direction along the West line of said ¼ - ¼ for a distance of 262.59 feet to a point; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run in an Easterly direction for a distance of 12.18 feet to an iron pin found; thence turn an angle to the right of 28 deg. 22 min. 45 sec. and run in a Southeasterly direction along a red painted line for a distance of 575.00 feet to an iron pin set, also being the point of beginning; thence continue along last stated course and along a red painted line for a distance of 200.00 feet to an iron pin set; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run in a Southwesterly direction for a distance of 285.02 feet to an iron pin set; thence turn an angle to the right of 113 deg. 01 min. 49 sec. and run in a Northwesterly direction for a distance of 217.32 feet to an iron pin set; thence turn an angle to the right of 66 deg. 58 min. 11 sec. and run in a Northeasterly direction for a distance of 200.00 feet of the point of beginning; being situated in Shelby County, Alabama.

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**NOTE:** Frank W. Hall, Jr. and Pamela H. Wheeler are the surviving Grantees in that certain deed recorded in Instrument Number 2000-14679, Probate Office, Shelby County, Alabama. The other Grantee, Earline G. Hall, is deceased, having died on September 24, 2012.

TYPE IN PERMANENT BLACK INK. DO NOT USE GREEN, RED, OR BLUE INK.

# ALABAMA

## CERTIFICATE OF DEATH

County File Number —

State File Number 101

3. ______
6. ______
19. ______
20. ______
26. ______
27. ______
[redacted]4. ______

| | | |
|---|---|---|
| 1. DECEASED—NAME First / Middle / Last (Type last name all capitals): Earline G. HALL | 2. DATE OF DEATH (Month, Day, Year): September 24, 2012 | 3. COUNTY OF DEATH: Shelby |
| 4. CITY, TOWN, OR LOCATION OF DEATH AND ZIP CODE: Alabaster 35007 | 5. INSIDE CITY LIMITS (Specify Yes or No): Yes | 6. PLACE OF DEATH—HOSPITAL OR OTHER INSTITUTION—(If not in either, give street and number): Shelby Baptist Medical Center |
| 7. IF HOSPITAL (Specify Inpatient, ER or Outpatient, DOA): Inpatient | 8. OF HISPANIC ORIGIN (Specify Yes or No) If Yes, Specify Cuban, Mexican, Puerto Rican, etc.: No | 9. RACE—(Specify American Indian, Black, White, etc.): White — 10. SEX: Female |
| 11. AGE: 64 YRS. | 12. UNDER 1 YEAR: MOS. / DAYS — UNDER 1 DAY: HOURS / MINS. | 13. DATE OF BIRTH (Month, Day, Year): May 22, 1948 — 14. DECEASED'S SOCIAL SECURITY NUMBER: [redacted] |
| 15. EDUCATION (Specify ONLY highest grade completed below) Elementary or High School (0-12): 10 — College (1-4 or 5+): | 16. MARITAL STATUS (Specify Married, Never Married, Widowed, Divorced): Married | 17. SURVIVING SPOUSE (If wife, give maiden name): Frank Hall, Sr. — 18. Was Decedent ever in Armed Forces (Specify Yes or No): No |
| 19. STATE OF BIRTH (If not in USA, name country): Alabama | 20. RESIDENCE—STATE: Alabama — 21. COUNTY: Shelby | 22. CITY, TOWN, OR LOCATION AND ZIP CODE: Columbiana, 35051 |
| 23. INSIDE CITY LIMITS (Specify Yes or No): No | 24. STREET AND NUMBER: 3608 Highway 109 | 25. INFORMANT—Name and Address: Frank Hall, Sr. 3608 Highway 109, Columbiana, AL 35051 |
| 26. USUAL OCCUPATION (Give kind of work done during most of working life even if retired): Homemaker | | 27. KIND OF BUSINESS OR INDUSTRY: Own Home |
| 28. FATHER—NAME First / Middle / Last: Ezra Garfield Jones | | 29. MAIDEN NAME OF MOTHER— First / Middle / Last: Evelyn Gertie Howard |
| 30. DISPOSITION OF BODY (Specify Burial, Cremation, Medical Donation, Hospital Disposal, Other): Burial | 31. DATE OF DISPOSITION (Month, Day, Year): Sept 27,2012 — 32. CEMETERY OR CREMATORY—Name: Pierce Cemetery | 33. LOCATION—(City or Town—State): Birmingham, AL |
| 34. FUNERAL HOME—Name and Address: Bolton Funeral Home P.O. Box 4, Columbiana, AL 35051 | 35. FUNERAL DIRECTOR—Signature: Peter Emerson | 36. DATE SIGNED BY FUNERAL DIRECTOR: 10/1/2012 |

DECEASED — BURIAL

37. ✓ Certifying Physician (Physician certifying cause of death) "To the best of my knowledge death occurred at the time and date, and due to the cause(s) and manner stated."
__ Medical Examiner __ Coroner "On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, place, and due to the cause(s) and manner stated."
Signature: Pallavi Sunkavalli

38. DATE SIGNED (Month, Day, Year): 9/27/12

39. TIME AND DATE OF DEATH: 11:40 9/24/2012

40. DATE AND TIME PRONOUNCED DEAD (For Coroner/M.E. use only):

41. NAME AND TITLE OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 46): Pallavi Sunkavalli, M.D.

42. ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 46): 1000 1st Street N. Alabaster, AL 35007

43. CERTIFIER LICENSE NUMBER: 29697

44. REGISTRAR— Signature: Sheila Keller — For State or County use only

45. DATE FILED (Month, Day, Year): Oct 5, 2012

CERTIFIER

### MEDICAL CERTIFICATION

46. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. LIST ONLY ONE CAUSE ON EACH LINE. — APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. Cardiac Arrest

DUE TO (OR AS A CONSEQUENCE OF): b. Respiratory Failure

Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST

DUE TO (OR AS A CONSEQUENCE OF): c.

DUE TO (OR AS A CONSEQUENCE OF): d.

47. PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.

48. WAS THERE A PREGNANCY IN LAST 42 DAYS? (Specify Yes, No, or Unk.)

CAUSE

46. ______

49. MANNER OF DEATH (Specify—Accident, Homicide, Suicide, Undetermined Circumstances, Pending Investigation, Natural Cause)

50. AUTOPSY (Specify Yes or No)

51. If yes, were findings considered in determining cause of death? (Specify Yes or No)

52. HOW INJURY OCCURRED (Enter nature of injury in Item 46, Part 1 or Item 47, Part II)

53. DATE OF INJURY (Month, Day, Year)

54. HOUR OF INJURY ____ M.

49. ______
55. ______

55. INJURY AT WORK (Specify Yes or No)

56. PLACE OF INJURY—(Specify at home, farm, street, factory, office building, etc.)

57. LOCATION OF INJURY (Street or R.F.D. No., City or Town, State)

This is a legal record and must be filed within five (5) days after death.

ADPH-HS 2/Rev. 11-93

ANY ALTERATIONS VOID THIS DOCUMENT

NAME OF DECEASED Earline Hall

This is a true and exact copy of the record on file with the Shelby County Health Department

Sheila Keller

Signature of Local Registrar

Oct 9, 2012

Date of Issue

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# 1-4 FAMILY RIDER

**(Assignment of Rents)**

THIS 1-4 FAMILY RIDER is made this 21 day of March , 2013 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Merchants & Farmers Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3608 HWY 109 COLUMBIANA, AL 35051-0000

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures, are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by section entitled Hazard or Property Insurance.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.**

**F. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph F, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**G. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to section entitled Accelerations; Remedies of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property, and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to section entitled Protection of Lender's Rights in the Property.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**H. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Frank W Hall SR 3-21-13
FRANK W HALL SR -Borrower

Frank W Hall Jr 3-21-13
FRANK W. HALL JR. -Borrower

Pamela H Wheeler 3-21-13
PAMELA H WHEELER -Borrower

____________________ -Borrower