20130815000332290 1/4 $695.90
Shelby Cnty Judge of Probate, AL
08/15/2013 09:24:26 AM FILED/CERT

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **30th day of May, 2013**, between **TRADEMARK CONSTRUCTION & DEVELOPMENT LLC**, an Alabama Limited Liability Company, whose address is **105 SWEET GUM DRIVE, 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 2, 2008** and recorded on **January 6, 2009**, filed for record in records of **JUDGE OF PROBATE** of **SHELBY COUNTY**, State of Alabama, with recorder's entry number **20091060000003690** ("Mortgage"). The Mortgage covers the following described real property:

Address: **1032 HASTINGS CIR, BIRMINGHAM**, Alabama **35242**
Legal Description: **Lot 1225, according to the Survey of Highland Lakes,12th Sector Phase I, and Eddleman Community, as recorded in Map Book 26, Page 137, in the Probate Office of Shelby County, Alabama.**
Together with nonexclusive easement to use the private roadways, Common Area, all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, as Residential Subdivision, recorded as Instrument 1994-17543, and amended in Instrument 1996-17543, in the Probate Office of Shelby County, Alabama, and the declaration of Covenants, Conditions and Restrictions for Highland Lakes, a residential Subdivision, 12th Sector, Phase I, recorded as Instrument 2000-20771, in the Probate Office of Shelby County, Alabama.

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:

- **MOD DATED 08/03/2011, REC 08/22/2011, INST # 20110822000247380**

  THE MATURITY DATE OF THE D/T IS EXTENDED UNTIL 06/05/2016.

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. BORROWER: TRADEMARK CONSTRUCTION AND DEVELOPMENT, LLC
NOTE #1865925
IN THE AMOUNT OF $448,562.60
MATURITY DATE 06/05/2016

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.

TRADEMARK CONSTRUCTION & DEVELOPMENT LLC d/b/a **FORMERLY KNOWN AS TRADEMARK HOMES, LLC**

Jeff M Codding	5/30/13	David M McGuire	05-30-13
By: **JEFF M CODDING**	Date	By: **DAVID W MCGUIRE**	Date
Its: **Member**		Its: **Member**	

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF Shelby)

I, Reneau W Blackerby, notary in and for said County and in said State, hereby certify that **JEFF M CODDING, Member** and **DAVID W MCGUIRE, Member** on behalf of **TRADEMARK CONSTRUCTION & DEVELOPMENT LLC** d/b/a **FORMERLY KNOWN AS TRADEMARK HOMES, LLC**, an Alabama Limited Liability Company, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their official capacities and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company. Given under my hand this the 30th day of May 2013.

My commission expires:

NOTARY PUBLIC EXPIRATION DATE:
APRIL 5, 2016

Reneau W Blackerby

Identification Number

(Official Seal)

LENDER: Merchants & Farmers Bank

5-30-13

By: **KEVIN MORRIS** Date
Its: **VICE PRESIDENT**

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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 20th day of May. 2013.

My commission expires:

residing at ,

NOTARY PUBLIC EXPIRATION DATE:
APRIL 5, 2016

Renea W Blackaby

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