

20130815000332300 1/5 \$626.00
Shelby Cnty Judge of Probate, AL
08/15/2013 09:24:27 AM FILED/CERT

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 29th day of July, 2013, between KATHY JOSEPH, A SINGLE WOMEN, whose address is 4905 HWY 69, COLUMBIANA, Alabama 35051-0000 ("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 November 5, 2010 and recorded on November 18, 2010, filed for record in records of JUDGE OF PROBATE of SHELBY COUNTY, State of Alabama, with recorder's entry number 201011180003877770 ("Mortgage"). The Mortgage covers the following described real property:

Address: 545 CHELSEA SPRINGS DRIVE, COLUMBIANA, Alabama 35051

Legal Description: SEE ATTACHED EXHIBIT "A"

Property Size: 32.17 acres.

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:

- to modify the maturity date and amount on mortgage loan amount \$400,000.00 with a maturity date of 08/04/2023.**

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: KATHY JOSEPH
NOTE NUMBER: 1916015
IN THE AMOUNT OF \$400,000.00
MATURITY DATE: 08/04/2023

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.

Kathy Joseph 7-29-13
KATHY JOSEPH Date
Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Renae W Blacalby, a Notary, do hereby certify that **KATHY JOSEPH**, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 29th day of July, 2013.

My commission expires:

NOTARY PUBLIC EXPIRATION DATE:
APRIL 5, 2016

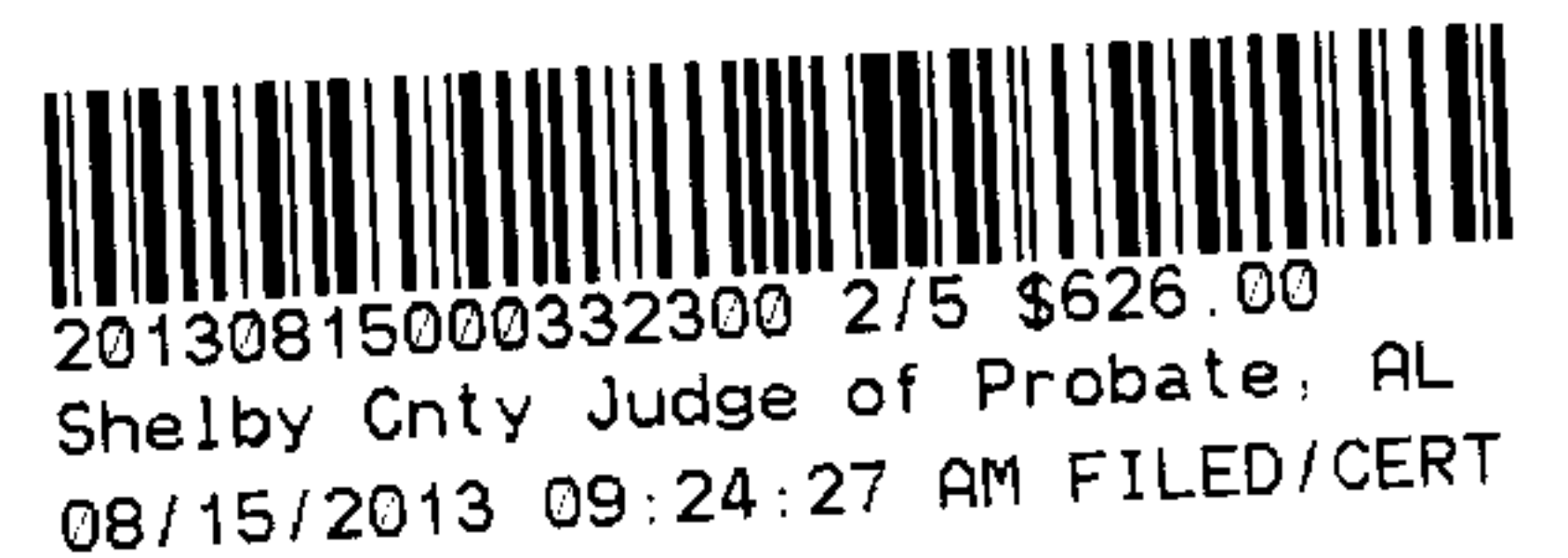
Renae W Blacalby

Identification Number

(Official Seal)

LENDER: Merchants & Farmers Bank

Kevin Morris 7-29-13
By: **KEVIN MORRIS** Date
Its: **VICE PRESIDENT**



BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Renae W. Blacely, 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 24th day of July, 2013

My commission expires: NOTARY PUBLIC EXPIRATION DATE:
residing at APRIL 5, 2016

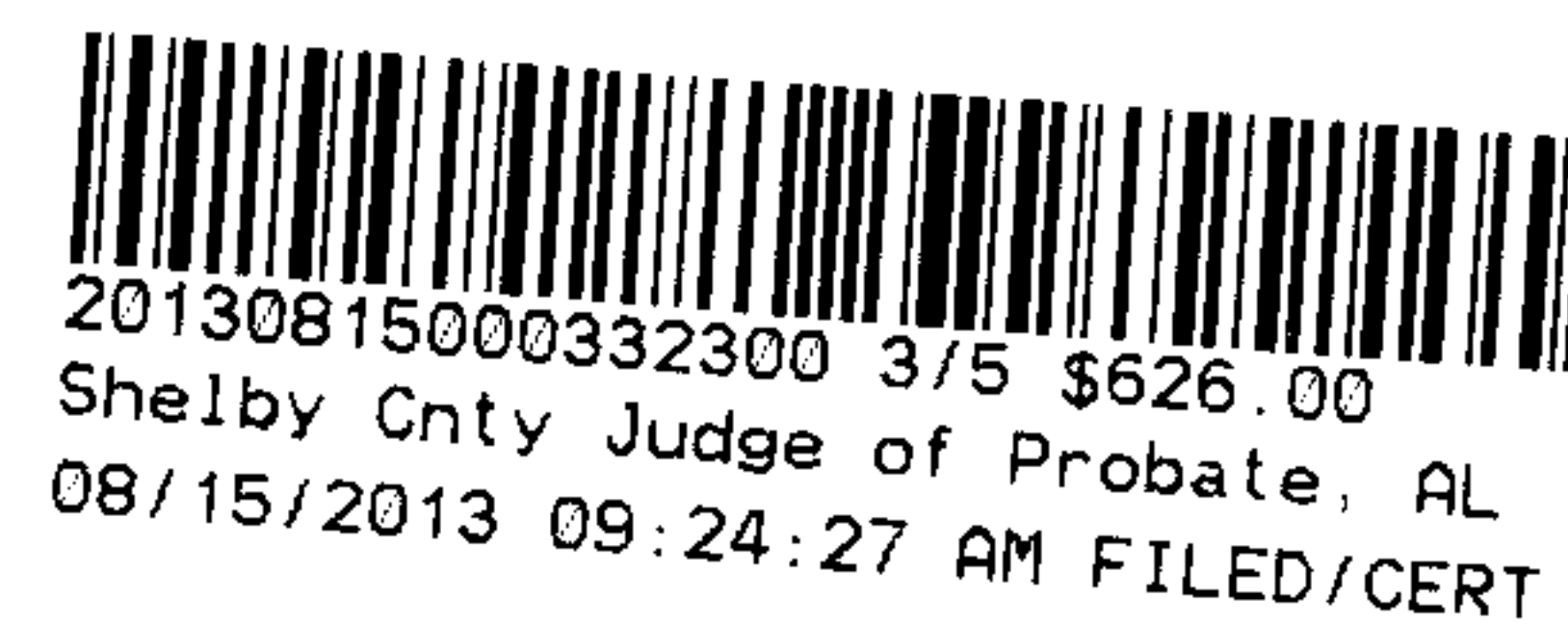
Renae W. Blacely

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
134 WEST WASHINGTON ST.
KOSCIUSKO, MS 39090



FATIC-Exhibit A
ALTA Commitment (6-17-06)

COMMITMENT

Issued by

Jefferson Title Corporation

Agent for:

First American Title Insurance Company

Agent's File No.: S13-2477

EXHIBIT "A"

Legal Description:

PARCEL I:

From a railroad rail at the SE corner of Section 23, Township 20 South, Range 1 West, run thence West along the South boundary of said Section 23, a distance of 1335.52 feet to a 1/2 inch rebar at the SE corner of the SW 1/4 of the SE 1/4 of said Section 23, being the Point of Beginning of herein described parcel of land; thence continue along said course a distance of 667.76 feet along the South boundary of said SW 1/4 of the SE 1/4 to a 1/2 inch rebar that is 667.75 feet East of a 1/2 inch pipe at the SW corner of said SW 1/4 of the SE 1/4; thence turn 91 degrees 38'36" right and run 1339.01 feet to a 1/2 inch rebar on the North boundary of said SW 1/4 of the SE 1/4, said point being 665.00 feet East of a 1/2 inch pipe at the NW corner of said SW 1/4 of the SE 1/4; thence turn 88 degrees 24'29" right and run 665.00 feet to a 1/2 inch rebar at the NE corner of said SW 1/4 of the SE 1/4; thence turn 91 degrees 28'29" right and run 1338.34 feet along the East boundary of said SW 1/4 of the SE 1/4 to the Point of Beginning of herein described parcel of land; being situated in the E 1/2 of the SW 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 1 West, Shelby County, Alabama. Said parcel of land being identified as Parcel 2 on that certain survey of Hickey Land Surveying, inc., dated October 23, 2003.

PARCEL II:

Also the following described parcel of land:

From a railroad rail at the SE corner of Section 23, Township 20 South, Range 1 West, run thence West along the South boundary of said Section 23 a distance of 870.02 feet to a 1/2 inch pipe that is 465.50 feet East of a 1/2 inch rebar at the SW corner of the SE 1/4 of the SE 1/4 of Section 223; thence turn 91 degrees 01'48" right and run 300.0 feet to a 1/2 inch rebar being the Point of Beginning of herein described parcel of land; thence continue along said course a distance of 1037.68 feet to a 1.25 inch pipe on the North boundary of said SE 1/4 of the SE 1/4; thence turn 90 degrees 58'43" left and run 453.91 feet along the North boundary of said SE 1/4 of the SE 1/4 to a 1/2 inch rebar at the NW corner of said SE 1/4 of the SE 1/4; thence turn 88 degrees 31'31" left and run 1188.34 feet along the West boundary of said SE 1/4 of the SE 1/4 to a 1/2 inch rebar that is 150.00 feet North of a 1/2 inch rebar at the SW corner of said SE 1/4 of the SE 1/4; thence turn 109 degrees 20'13" left and run 490.40 feet to the Point of Beginning of herein described parcel of land; being situated in the W 1/2 of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 1 West, Shelby County, Alabama. Said parcel being identified as Parcel 3 on survey of Hickey Land Surveying, Inc., dated October 23, 2003.

Together with the following:

Also a 60 foot non-exclusive easement for ingress, egress and utilities more particularly described as follows: From a railroad rail at the SE corner of the NW 1/4 of the NE 1/4 of Section 26, Township 20 South, Range 1 West, being the Point of Beginning of the centerline of herein described 60 foot easement for ingress, egress and utilities, said point being in the center of a 100 foot radius cul-de-sac, run thence North along the East boundary of said NW 1/4 of the NE 1/4 and said easement centerline, a distance of 1323.46 feet to a 1/2 inch rebar at the NE corner of said NW 1/4 of the NE 1/4; thence turn 91 degrees 10'25" left and run 953.04 feet along the North boundary of said NW 1/4 of the NE 1/4 and easement centerline to the P.C. of a curve concave right, having a delta angle of 08 degrees 34'23" and tangents of 100.00 feet; thence turn 04 degrees 17'12" right and run a chord distance of 199.44 feet to the P.T.; thence turn 04 degrees 17'12" right and run 511.75 feet along said easement centerline to the P.C. at a curve concave left, having a delta angle of 20 degrees 39'57" and tangents of 100.00 feet; thence turn 10 degrees 19'59" left and run a chord distance of 196.76 feet to the P.T.; thence turn 10 degrees 19'59" left and run 300.84 feet along said easement centerline to a point;

EXHIBIT "A", Page 1 of 2

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JEFFERSON
TITLE

COMMITMENT

Issued by

Jefferson Title Corporation


Agent for:

First American Title Insurance Company

EXHIBIT "A"

(Continued)

thence turn 11 degrees 32'19" right and run 341.21 feet along said easement centerline to a point; thence turn 16 degrees 32'13" left and run 210.74 feet along said easement centerline to a point; thence turn 17 degrees 40'19" right and run 632.39 feet along said easement centerline to a point of termination on the Easterly boundary of Shelby County Road #47. Said easement is identified as Easement "A" on that certain survey of Hickey Land Survey, Inc., dated October 23, 2003.


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