

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT, Made by and between CENTRAL STATE BANK and  
Edna Carter (borrower).

WHEREAS, Borrower has made, executed, and delivered to Lender a Mortgage Note of Bond and/or Mortgage ("Instrument") dated May 31, 1985, in the original principal amount of \$ 18,748.80 and recorded in the Office of the Judge of Probate of Shelby County, Alabama, Instrument number Book 030 and Page 369.

WHEREAS, Lender is willing to modify the terms of the Instrument(s) in consideration of Borrower's representations and covenants.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Borrower promises to repay the Instrument(s) dated July 10, 1995, with a principal amount of \$ 31,616.82; and the maturity date of July 9, 2010, will be changed to July 9, 2010.
2. Lender shall credit the lump sum payment, if required herein, to Borrower's principal balance.
3. Borrower hereby declares and affirms that Borrower possesses sufficient and adequate financial ability to meet the terms of this agreement.
4. It is expressly understood that neither Borrower nor Lender is obligated to execute this agreement and it shall have no force or effect unless and until both parties have executed.
5. In the event of a default under this agreement, Lender may at its sole option terminate this agreement and without notice or demand, reinstate the instrument(s) and any modifications thereto in accordance with their terms prior to this agreement.
6. In all respects, the provisions of the instrument(s) shall remain unchanged. This agreement does not constitute the creation of a new debt or the extinguishment of the debt evidenced by the instrument(s), nor does it in any way affect or impair the lien of the instrument(s) which borrower hereby acknowledges to be a valid and existing first lien. It is further agreed that said lien shall continue in full force and effect, unaffected and unimpaired by this agreement, and the same shall so continue until fully satisfied.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated opposite their signatures set forth below.

Borrower: x Edna Carter Date: 7-10-95

Borrower: \_\_\_\_\_ Date: \_\_\_\_\_

Lender: CENTRAL STATE BANK of Calera, Alabama

State of Alabama  
SHELBY County

07/14/1995-18584  
10:54 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCD 27.85

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Edna Carter whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of July, 19 95.

Bill Davis  
Notary Public My Commission Expires April 6, 1999  
My Commission Expires: \_\_\_\_\_

Inst # 1995-18584