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MORTGAGE MODIFICATION AGREEMENT

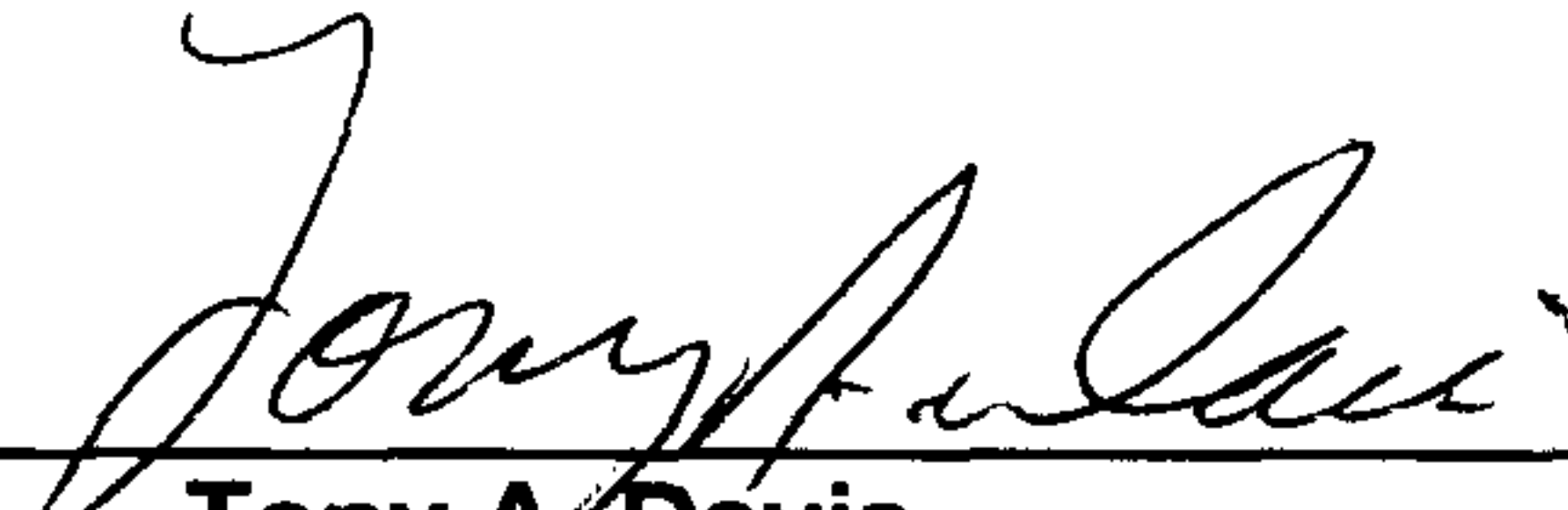
20040813000457450 Pg 1/2 15.05
Shelby Cnty Judge of Probate, AL
08/13/2004 15:58:00 FILED/CERTIFIED

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this the 9th day of August 2004 by and between **Tony A. Davis** (hereinafter referred to as the "Mortgagor") and **CENTRAL STATE BANK**, (hereinafter called the "Mortgagee").

Mortgagor has entered into an original mortgage agreement (referred to herein as "First Mortgage Agreement") with Mortgagee on February 10th, 2004 as recorded in Instrument #20040217000081420, on February 17th, 2004 in the Office of the Judge of Probate of Shelby County, Alabama. Both Mortgagor and Mortgagee desire to amend the terms of the original First Mortgage Agreement and note executed simultaneously therewith.

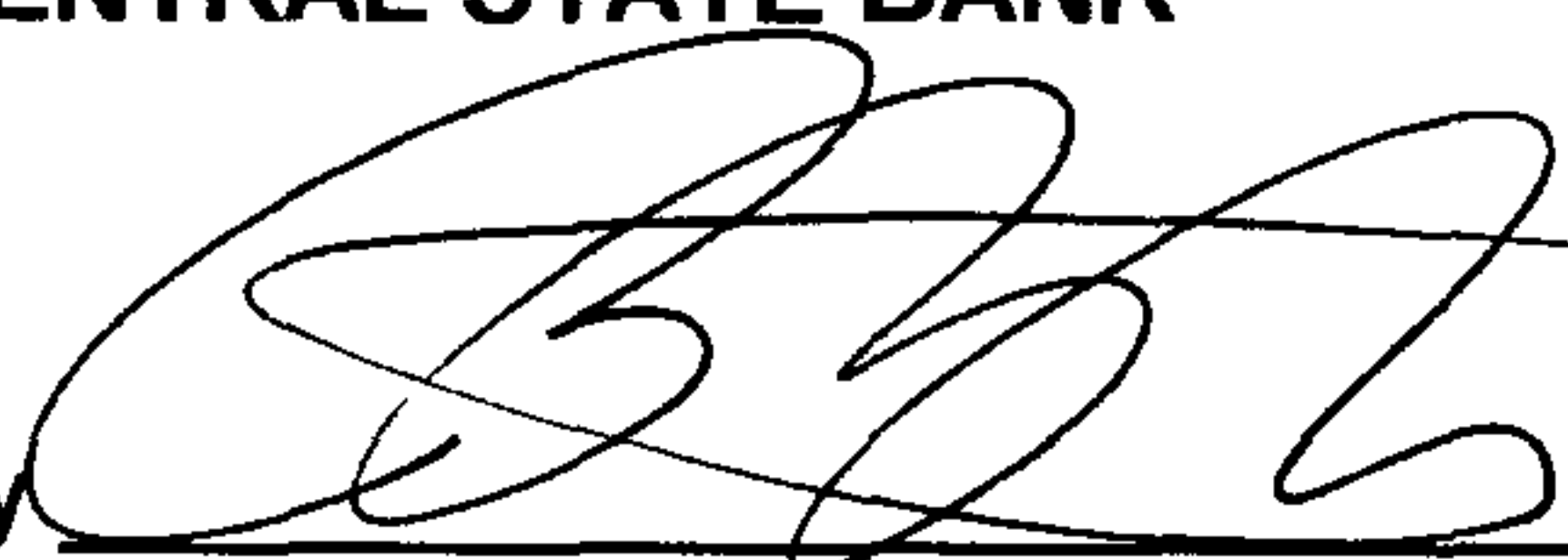
THESE THINGS CONSIDERED, Mortgagee hereby allows Mortgagor to increase the original First Mortgage Agreement from Eighty Two Thousand Four Hundred Dollars and 00/100 (\$82,400.00) to Eighty Three Thousand, Nineteen Dollars and 45/100 (\$83,019.45). The new note shall be secured by the original above described First Mortgage as modified and amended herein and amortized under the terms and conditions of the new note executed simultaneously with this agreement.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have hereunto set their hands and seals on this the 9th day of August, 2004.



Tony A. Davis

(MORTGAGOR)

✓ **CENTRAL STATE BANK**

By _____
Shane D. Schroeder, Vice President

(MORTGAGEE)

**STATE OF ALABAMA
BIBB COUNTY**

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **Tony A. Davis**, whose names are signed to the foregoing Mortgage Modification Agreement and who is known to me, acknowledged before me on this day, that, they being informed of the contents of said agreement, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of August, 2004.



Notary Public

My Commission Expires: ~~_____~~ **MY COMMISSION EXPIRES APRIL 11, 2007**

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **Shane D. Schroeder, Whose name as Vice President** of Central State Bank, is signed to the foregoing Mortgage Modification Agreement and who is known to me, acknowledged before me on this day, that, he as such officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of August, 2004.



Notary Public

My Commission Expires: _____ **MY COMMISSION EXPIRES APRIL 11, 2007**

**CENTRAL STATE BANK
P. O. BOX 180
CALERA, ALABAMA 35040**