



## MORTGAGE MODIFICATION A

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this the <u>22ND</u> day of <u>JULY</u>, <u>2005</u> by and <u>JAMES H. MOORE</u>, <u>II. AND SPOUSE</u>, <u>LEIGH MOORE</u> (hereinafter referred to as the "Mortgagors") and <u>CENTRAL STATE BANK</u>, (hereinafter called the "Mortgagee").

WHEREAS, Mortgagors have entered into an original mortgage agreement (referred to herein as "Mortgage Agreement") with Mortgagee on JUNE 24, 2000 as recorded in Instrument #2000-21483 on JUNE 28, 2000, in the Office of the Judge of Probate of Shelby County, Alabama. Both Mortgagors and Mortgagee desire to amend the terms of the original Mortgage Agreement and note executed simultaneously therewith;

WHEREAS, said original Mortgage Agreement was further modified and amended by Mortgage Modification Agreement dated JANUARY 7, 2003. Said Mortgage Modification Agreement was recorded on JANUARY 17, 2003 under INSTRUMENT NO. 20030117000034100, and Modified and Re-recorded on MARCH 6, 2003 under INSTRUMENT NO. 20030306000137500 in the Office of the Judge of Probate of Shelby County, Alabama;

THESE THINGS CONSIDERED, Mortgagee hereby allows Mortgagors to increase the original Mortgage Agreement, as modified and amended, from ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED SIXTY FIVE and 85/100 Dollars (\$130,565.85) to ONE HUNDRED SIXTY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE and 25/100 Dollars (\$168,455.25). The new note shall be secured by the original above described 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, Mortgagors and Mortgagee have hereunto set their hands and seals on this

By

the 22ND day of \_\_\_\_\_, 2005.

JAMES H MOORE, II

EIGH MOORE

(MORTGAGORS)

CENTRAL STATE BANK

William M. Schroeder, Jr., Sr. Vice President

(MORTGAGEE)

20050802000389000 2/2 \$71.85 Shelby Cnty Judge of Probate, AL 08/02/2005 10:05:51AM FILED/CERT

## STATE OF ALABAMA SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared JAMES H MOORE, II AND LEIGH MOORE whose names are signed to the foregoing Mortgage Modification Agreement and who are 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 22ND day of \_\_\_\_JULY My Commission Expires: STATE OF ALABAMA SHELBY COUNTY I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared William M. Schroeder, Jr. whose name as <u>Sr. Vice President</u> 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 22ND day of \_\_\_\_ \_JULY **2005**.

> THE SUMMED OF EXPINES AUGUST 13, 2007 My Commission Expires:

Notary Public

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