

\$124.00
82890

m-g. Increase
\$12,946.00

MORTGAGE MODIFICATION AGREEMENT

20060417000179180 1/2 \$108.50
Shelby Cnty Judge of Probate, AL
04/17/2006 03:56:28PM FILED/CERT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on **April 3, 2006** by and between **ABSOLUTE EXCAVATING, INC.** (hereinafter referred to as the "Mortgagors") and **CENTRAL STATE BANK**, (hereinafter called the "Mortgagee").

WHEREAS, Mortgagor entered into original Mortgage Agreement with Mortgagee on **FEBRUARY 22, 2005** Said original Mortgage Agreement was recorded on **MARCH 8, 2005** in INST. # **20050308000105480** in the Office of the Judge of Probate of **SHELBY** County, Alabama;

WHEREAS, said original Mortgage Agreement was modified and amended by Mortgage Modification Agreement dated **MAY 4, 2005**. Said Mortgage Modification Agreement was recorded on **MAY 18, 2005** in INSTRUMENT # **20050518000241670** in the Office of the Judge of Probate of **SHELBY** County, Alabama;

WHEREAS, all parties desire to further modify and amend the terms of the original Mortgage Agreement, as modified and amended, and notes executed simultaneously therewith.

NOW, THEREFORE, these things considered, Mortgagee hereby allows Mortgagor to increase the original Mortgage Agreement, as modified and amended, FROM **SEVENTY FIVE THOUSAND SIX HUNDRED EIGHTY ONE DOLLARS AND 00/100 (\$75,681.00)** TO **ONE HUNDRED THIRTY EIGHT THOUSAND SIX HUNDRED TWENTY SEVEN DOLLARS 00/100 (\$138,627.00)**. The new note shall be secured by the original Mortgage Agreement, as modified and amended, and amortized under the terms and conditions of the new note executed simultaneously with this Mortgage Modification Agreement.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have hereunto set their hands and seals on this the **3RD** day of **APRIL**, 2006.

ABSOLUTE EXCAVATING, INC.



BY: BILLY SCURLOCK, PRESIDENT

(MORTGAGOR)

CENTRAL STATE BANK

By



**MELINDA M. GIBSON ASSIST. VICE
PRESIDENT**

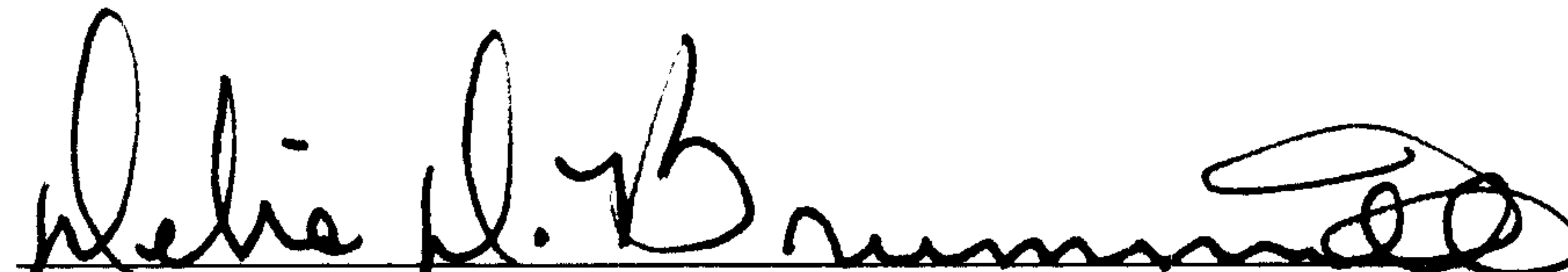
(MORTGAGEE)

STATE OF ALABAMA
SHELBY COUNTY

20060417000179180 2/2 \$108.50
Shelby Cnty Judge of Probate, AL
04/17/2006 03:56:28PM FILED/CERT

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **BILLY SCURLOCK, PRESIDENT OF ABSOLUTE EXCAVATING, INC.** an Alabama Corporation whose name is 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of APRIL, 2006.


Notary Public

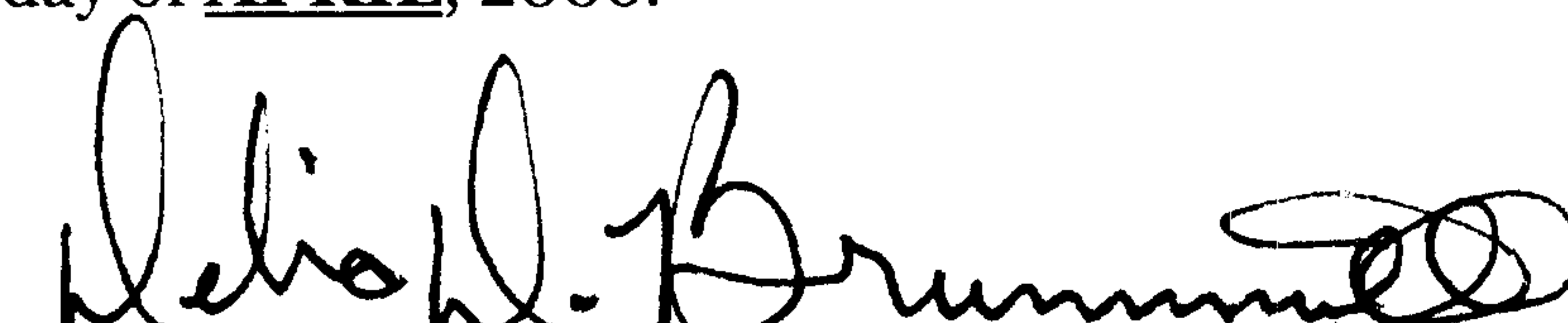
MY COMMISSION EXPIRES MARCH 4, 2008

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 **MELINDA M. GIBSON** whose name as ASSISTANT 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 3RD day of APRIL, 2006.


Notary Public

MY COMMISSION EXPIRES MARCH 4, 2008

My Commission Expires: _____

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