

#85500
\$30.00

mtg. Increase
\$11,471.66

MORTGAGE MODIFICATION AGREEMENT

20060918000462200 1/2 \$32.25
Shelby Cnty Judge of Probate, AL
09/18/2006 01:28:16PM FILED/CERT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on **August 16, 2006** by and between **CURTIS SHERMAN, A MARRIED MAN**, (hereinafter referred to as the "Mortgagor") and **CENTRAL STATE BANK**, (hereinafter called the "Mortgagee").

WHEREAS, Mortgagor entered into original Mortgage Agreement with Mortgagee on **JULY 16, 2004**, Said original Mortgage Agreement was recorded on **JULY 23, 2004** IN INST. # **20040723000412010** & re-recorded on **NOVEMBER 23, 2004** in INST. # **20041123000645350** 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 **OCTOBER 17, 2005**. Said Mortgage Modification Agreement was recorded on **OCTOBER 24, 2005** in INSTRUMENT # **20051024000552500** 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.

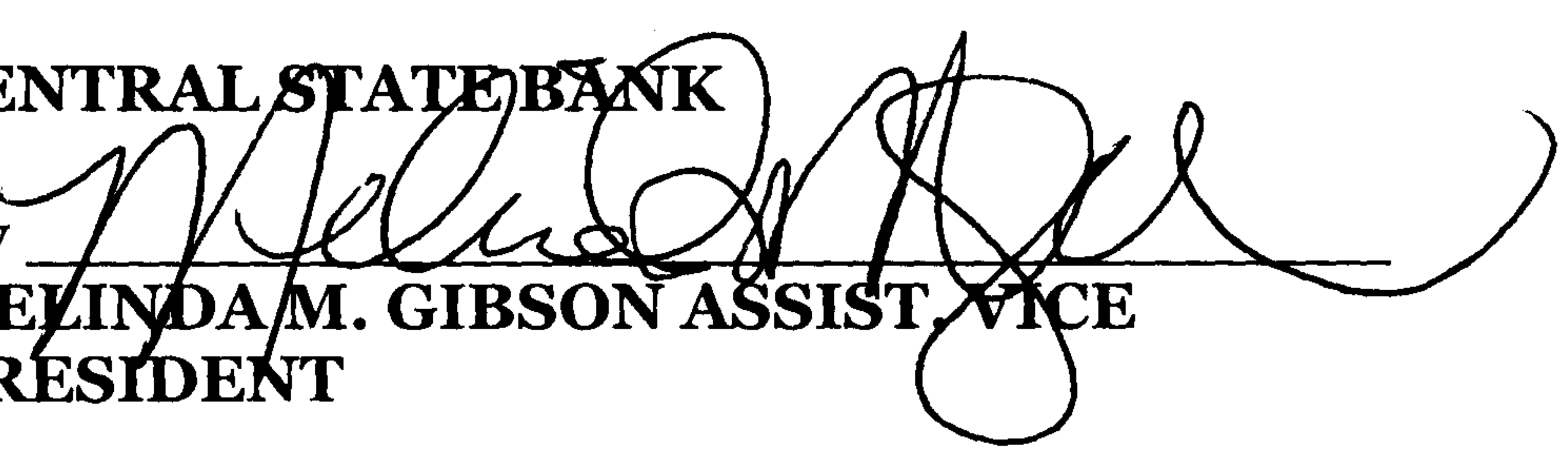
NOW, THEREFORE, these things considered, Mortgagee hereby allows Mortgagor to **INCREASE** the original Mortgage Agreement, as modified and amended from **THIRTY THOUSAND SIX HUNDRED AND EIGHTY FOUR DOLLARS AND 94/100 (\$30,684.94)** TO **FORTY TWO THOUSAND ONE HUNDRED FIFTY SIX DOLLARS AND 60/100 (\$42,156.60)**. 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 **16TH** day of **AUGUST**, 2006.

(MORTGAGEE)


CURTIS SHERMAN

(MORTGAGOR)

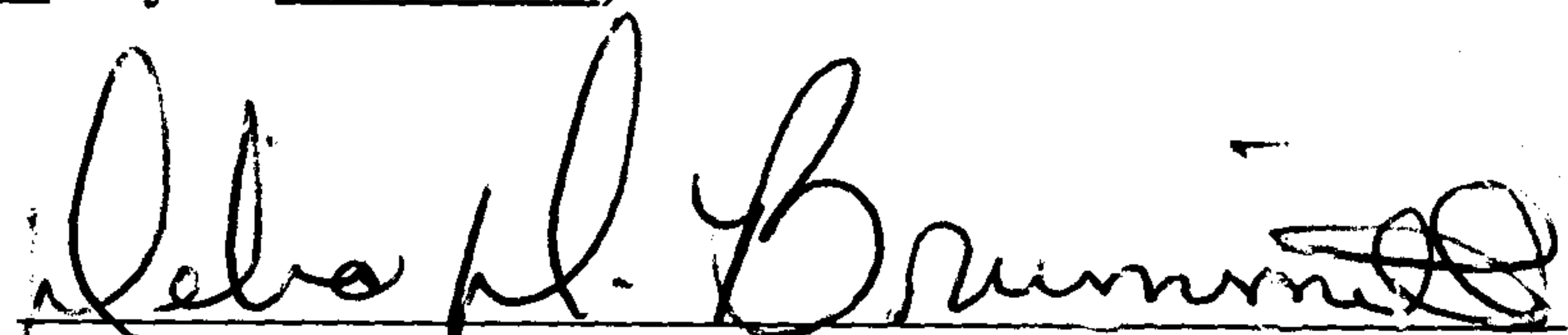
CENTRAL STATE BANK
By 
**MELINDA M. GIBSON ASSIST. VICE
PRESIDENT**

(MORTGAGEE)

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **CURTIS SHERMAN** 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 **16TH** day of **AUGUST**, 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 **16TH** day of **AUGUST**, 2006.


Notary Public

MY COMMISSION EXPIRES MARCH 4, 2008

My Commission Expires: _____

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