

3739

Increase 15,592.78



20070622000292920 1/2 \$37.40
Shelby Cnty Judge of Probate, AL
06/22/2007 08:33:05AM FILED/CERT

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this the **15th** day of **JUNE 2007** by and between **SCOTTY LYNN & SPOUSE DEBORAH REGINA SMITH**(hereinafter referred to as the "Mortgagors") and **CENTRAL STATE BANK**, (hereinafter called the "Mortgagee").

WHEREAS, Mortgagors have entered into an original mortgage agreement (referred to herein as "Mortgage Agreement") with Mortgagee on **SEPTEMBER 29, 2005** as recorded in **INSTRUMENT #20051006000520660** on **OCTOBER 6, 2005** in the Office of the Judge of Probate of **SHELBY**, Alabama. Both Mortgagors and Mortgagee desire to amend the terms of the original Mortgage Agreement and note executed simultaneously therewith;

THESE THINGS CONSIDERED, Mortgagee hereby allows Mortgagors to increase the original Mortgage Agreement, as modified and amended, from **THIRTY SIX THOUSAND ONE HUNDRED FIFTY SEVEN AND 22/100 DOLLARS (\$36,157.22)** TO **FIFTY ONE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$51,750.00.)** verified 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 the **15TH** day of **JUNE 2007**.

SCOTTY LYNN SMITH

DEBORAH REGINA SMITH

(MORTGAGORS)

CENTRAL STATE BANK

By

MITT SCHROEDER

SENIOR VICE PRESIDENT

(MORTGAGEE)

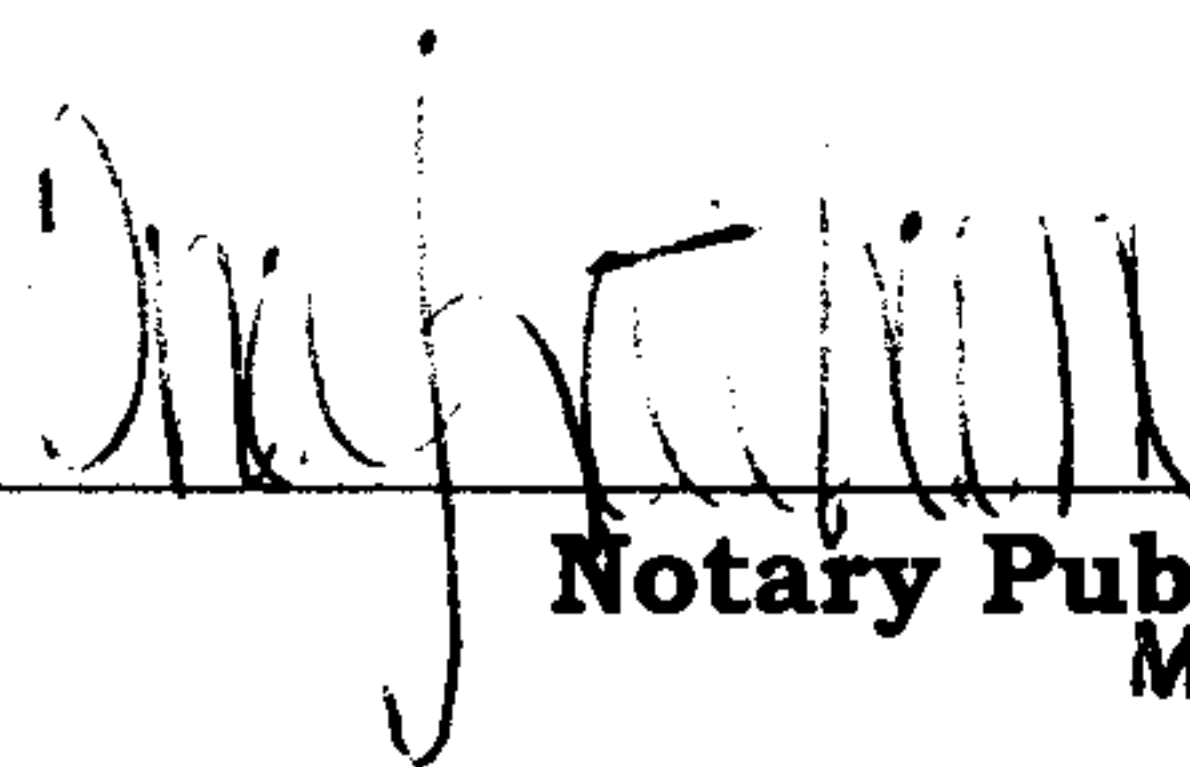


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**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **SCOTTY LYNN SMITH & DEBORAH REGINA SMITH**, 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 **15TH** day of **JUNE 2007**.



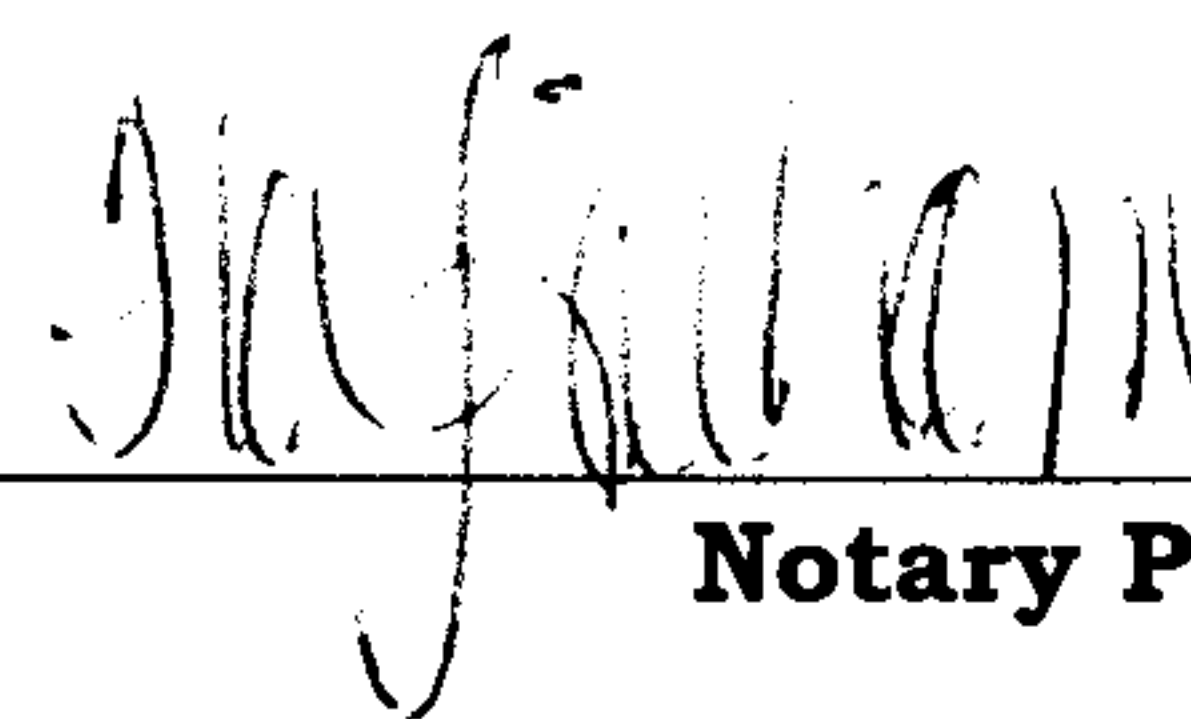
Notary Public
MY COMMISSION EXPIRES AUGUST 13, 2007

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 **MITT SCHROEDER whose name as SR 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 **15TH** day of **JUNE 2007**,



Notary Public
MY COMMISSION EXPIRES AUGUST 13, 2007

My Commission Expires: _____