

## MORTGAGE MODIFICATION AGREEMENT

**THIS MORTGAGE MODIFICATION AGREEMENT** is made and entered into on September 24, 1999, by and between **KITTRELL PROPERTIES, L.L.C.**, (hereinafter referred to as the "Mortgagor") and **CENTRAL STATE BANK**, (hereinafter called the "Mortgagee").

Mortgagor has entered into an original mortgage agreement with Mortgagee on September 24, 1999 as recorded in Instrument #1999-40476 on September 28, 1999 and corrected in instrument #2000-15521 on May 10, 2000, in the Office of the Judge of Probate of Shelby County, Alabama. Both Mortgagor and Mortgagee desire to amend the terms of the original mortgage and note executed simultaneously therewith.

These things considered, Mortgagee hereby allows Mortgagors to increase the original mortgage from Twenty Five Thousand and NO /100 Dollars (\$25,000.00) to Seventy Five Thousand four hundred fifteen and 50/100 Dollars (\$75,415.50). The new note shall be secured by the original above described mortgage as 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 28th day of March 2002.

**KITTRELL PROPERTIES, L.L.C.**

  
**MARCUS T. KITTRELL, PRESIDENT**

**(MORTGAGOR)**

**STATE OF ALABAMA  
SHELBY COUNTY**

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **MARCUS T. KITTRELL**, whose names as President of KITTRELL PROPERTIES, L.L.C., is signed to the foregoing Mortgage Modification Agreement and who are known to me, acknowledged before me on this day, that, he with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of March, 2002.

  
**Notary Public**

**My Commission Expires:** February 28, 2004  
**MY COMMISSION EXPIRES FEBRUARY 28, 2004**