

## MORTGAGE MODIFICATION AGREEMENT

**THIS MORTGAGE MODIFICATION AGREEMENT** is made and entered into on May 15, 2002 by and between **Kelly D Sears, Randall L Sears, and Joyce Sears Morrow, all married persons** (hereinafter referred to as the "Mortgagors") and **CENTRAL STATE BANK**, (hereinafter called the "Mortgagee").

**WHEREAS**, Mortgagor entered into an original Mortgage Agreement with Mortgagee on June 5, 1998. Said original Mortgage Agreement was recorded on June 17, 1998 under Instrument No. 22616 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 December 15, 2000. Said Mortgage Modification Agreement was recorded on January 3, 2001 under Instrument No. 00145 in the Office of the Judge of Probate of Shelby County, Alabama;

**WHEREAS**, said original Mortgage Agreement was further modified and amended by Mortgage Modification Agreement dated April 3, 2001. Said Mortgage Modification Agreement was recorded on April 19, 2001 under Instrument No. 15247 in the Office of the Judge of Probate of Shelby County, Alabama;

**WHEREAS**, said original Mortgage Agreement was further modified and amended by Mortgage Modification Agreement dated September 28, 2001. Said Mortgage Modification Agreement was recorded on October 23, 2001 under Instrument No. 45759 in the Office of the Judge of Probate of Shelby County, Alabama; and

**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-Nine Thousand Five Hundred Fifty-Five and 76/100 Dollars (\$39,555.76) to Forty-Four Thousand Six Hundred Two and 61/100 Dollars (\$44,602.61). 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 15<sup>th</sup> day of May, 2002.

  
\_\_\_\_\_  
Kelly D. Sears

  
\_\_\_\_\_  
Randall L. Sears

  
\_\_\_\_\_  
Joyce Sears Morrow

(MORTGAGOR)

**CENTRAL STATE BANK**

By

  
\_\_\_\_\_  
William M. Schroeder Jr., 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 **Kelly D Sears, Randall L Sears, and Joyce Sears Morrow**, 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15<sup>th</sup> day of May, 2002.

  
Notary Public

My Commission Expires: NOV. 21, 2005 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 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 15<sup>th</sup> day of May, 2002.

  
Notary Public

My Commission Expires: NOV. 21, 2005 MY COMMISSION EXPIRES