

MORTGAGE MODIFICATION AGREEMENT

20020802000362800 Pg 1/2 14.60
Shelby Cnty Judge of Probate, AL
08/02/2002 14:08:00 FILED/CERTIFIED

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this the 24th day of July, 2002 by and between **EDDIE SMITH, JR. and wife, MEREDITH COBB 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 October 30, 2001 as recorded in Instrument #2001-48626 on November 9, 2001, in the Office of the Judge of Probate of Shelby County, Alabama. Both Mortgagors and Mortgagee desire to amend the terms of the original Mortgage Agreement and note executed simultaneously therewith;

WHEREAS, said original Mortgage Agreement was modified and amended by Mortgage Modification Agreement dated January 3, 2002. Said Mortgage Modification Agreement was recorded on January 11, 2002 under instrument No. 2002-02131 in the Office of the Judge of Probate of Shelby County, Alabama;

THESE THINGS CONSIDERED, Mortgagee hereby allows Mortgagors to increase the original Mortgage Agreement, as modified and amended, from Twenty Thousand, Four Hundred Fifty-One and 75/100 Dollars (\$20,451.75) to Twenty Thousand, Eight Hundred Thirty-One and 75/100 Dollars (\$20,831.75). The new note shall be secured by the original above described Mortgage as modified 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 24th day of July, 2002.

*This is a 2nd mtg on non-owner occupied
Residential Real Estate.*

Eddie Smith Jr
Eddie Smith, Jr.

Meredith Cobb Smith
Meredith Cobb Smith

(MORTGAGORS)

CENTRAL STATE BANK

By William M. Schroeder, Jr.
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 **Eddie Smith, Jr and Meredith Cobb 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 24th day of July, 2002.

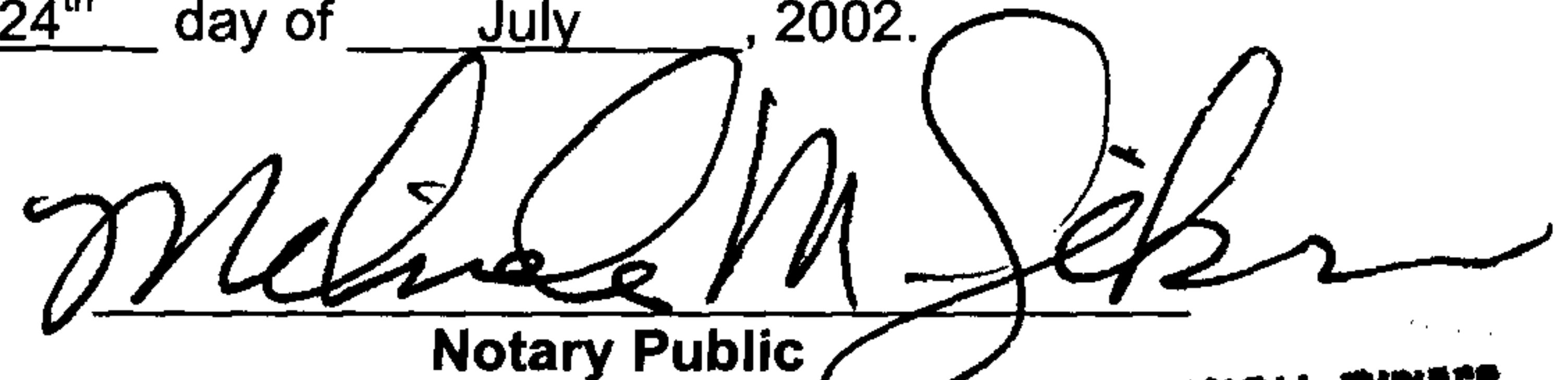

Notary Public

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

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 24th day of July, 2002.


Notary Public

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