20030214000095780 Pg 1/3 32.90 Shelby Cnty Judge of Probate, AL

02/14/2003 14:58:00 FILED/CERTIFIED

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on FEBRUARY 07, 2003 by and between CLAUDE H. JONES., a single man (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 10, 2002 as recorded on SEPTEMBER 13, 2002, in the Office of the Judge of Probate of SHELBY County, Alabama, AND AS MODIFIED FEBRUARY 07, 2003 AND RECORDED IN THE SHELBY COUNTY JUDGE OF PROBATE. Both Mortgagor and Mortgagee desire to amend the terms of the original mortgage and note executed simultaneously therewith.

These things considered, Mortgagee hereby allows Mortgagor to increase the original mortgage from THIRTY NINE THOUSAND ONE HUNDRED SIXTY FIVE and 63/100 Dollars (\$39,165.63) to FOURTY NINE THOUSAND SEVEN HUNDRED TWENTY NINE and 34/100 Dollars (\$49,729.34). 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, Mortgagors and Mortgagee have hereunto set their hands and seals on this the 7th day of FEBRUARY , 2003. **CLAUDE H. JONES**

(MORTGAGOR)

CENTRAL STATE BANK

Shane D. Schroeder, 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 CLAUDE H. JONES., whose name is signed to the foregoing Mortgage Modification Agreement and who is known to me, acknowledged before me on this day, that, he 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 7th day of FEBRUARY 2003.

My Commission Expirem COMMISSION EXPIRES SEPTEMBER

STATE OF ALABAMA SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared SHANE D. SCHROEDER whose name as <u>Vice President</u> 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 <u>7th</u> day of <u>FEBRUARY</u> , 2003.
My Commission Expires: My Commission Expires: My Commission Expires:

LEGAL DESCRIPTION

From the Northeast corner of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, run South along the East section line for 1324.98 feet; thence run South 89 degrees 58 minutes 03 seconds West for 630.0 feet to the point of beginning of the three acre parcel herein described; "om said point continue to run said course for 210.0 feet; thence run northerly and parallis to the East section a distance of 420 feet to the south line of the Cathy Hill Lot; thence run South 89 degrees 40 minutes 45 seconds East along the South line of said Hill lot and a continuation thereof for 420.0 feet; thence run South 00 degrees 11 minutes 29 seconds West for 210.0 feet; thence run North 89 degrees 48 minutes 31 seconds West for 210.0 feet; thence run South and parallel to the East section line 210.0 feet back to the point of beginning.

ALSO, a 30-foot Easement for Ingress, Egress and Utilities across the following described property:

Begin at the SE corner of the NE 1/4 of NE 1/4 of Section 10, Township 24 North, Range 13 East; thence run South 89 degrees 58 minutes 03 seconds West, 898.48 feet; thence run northerly parallel to the East line of said 1/4-1/4 section a distance of 30 feet; thence run easterly parallel with the South line of said 1/4-1/4 section a distance of 898.48 feet to a point on the East line of said 1/4-1/4 section; thence run southerly 30 feet to POINT OF BEGINNING.

Schedule A-Section 1-Page 2 Commitment No. S-03-10833