

This instrument prepared by:
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1784 Taliaferro Trail
Montgomery, AL 36117
Return to: Above Address

MORTGAGE MODIFICATION AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

THIS MORTGAGE MODIFICATION AGREEMENT (hereafter referred to as "Mortgage Modification Agreement") is made and entered into this 19th day of December, 2003 by and between **Charlie Williamson & Associates, L.L.C.**, (hereafter referred to as "Borrower") and **Central State Bank** (hereafter referred to as "Lender").

RECITALS

- A. Borrower previously executed and delivered unto Lender that certain Promissory Note of date bears August 27, 2003 in the original amount of \$455,000.00 which bears the same terms as the security instrument dated August 27, 2003, and recorded on August 29, 2003 at 9:39 a.m. in the Office of the Judge of Probate in Shelby County, Alabama, on Book 20030829000575400, at Pages 1-6.
- B. This Note is secured by that certain aforementioned mortgage from **Charlie Williamson & Associates, L.L.C.**, to **Central State Bank**.
- C. Borrower has requested Lender to increase the amount of the loan by \$220,000.00.00 and the Lender has agreed to such request. Borrower and Lender have executed simultaneously herewithin executed a Note modification pertaining to the increased loan amount. Borrower and Lender desire hereby to amend the Mortgage to secure the Note modification all under the following terms and conditions.

AGREEMENT

- 1. The Mortgage is hereby amended as follows:
 - (a) On Page 1, Paragraph 2, on line 4, change "Four Hundred Fifty Five Thousand & 00/100 (\$455,000.00)" to read "Six Hundred Seventy Five Thousand & 00/100 (\$675,000.00)."
 - (b) The legal description for said property is as follows:

Lots 1 through 8, inclusive, according to the map of Malik Subdivision, as recorded in Map Book 20, at Page 146, in the Office of the Judge of Probate of Shelby County, Alabama.
- 2. The Borrower shall cause this Mortgage Modification Agreement to be recorded in the Office of the Judge of Probate of Shelby County, Alabama as modified by this Mortgage Modification Agreement, without any intervening liens or other rights.
- 3. Except as set fourth herein, the Mortgage shall remain unmodified and unaffected by this Mortgage Modification Agreement, and is hereby approved, ratified and declared in full force and effect.

IN WITNESS WHEREOF, Borrower and Lender have hereunto caused this Mortgage Modification Agreement to be executed in two (2) counterparts, each of which shall be deemed to be an original, as of the date first hereinabove written.

BORROWERS

Charlie Williamson & Associates, L.L.C.
An Alabama Limited Liability Company

Member/Manager:

Williamson, Harvill & Fike, L.L.C.,
An Alabama Limited Liability Company



BY: Troy C. Harvill

Its: Member/Manager



BY: Charles L. Williamson

Its: Member/Manager

LENDER

CENTRAL STATE BANK



BY: William M. Schroeder, Jr.

Its Vice President

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that **Charlie L. Williamson and Troy C. Harvill**, whose name as **Managing Members of Williamson, Harvill & Fike, L.L.C.**, which is the **Managing Member of Charlie Williamson & Associates, L.L.C.**, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she/they, as such **Managing Members** and with full authority, executed the same voluntarily, for and as the act of the said of **Charlie Williamson & Associates, L.L.C.**, on the day the same bears date.

GIVEN under my hand this 19th day of December, 2003.

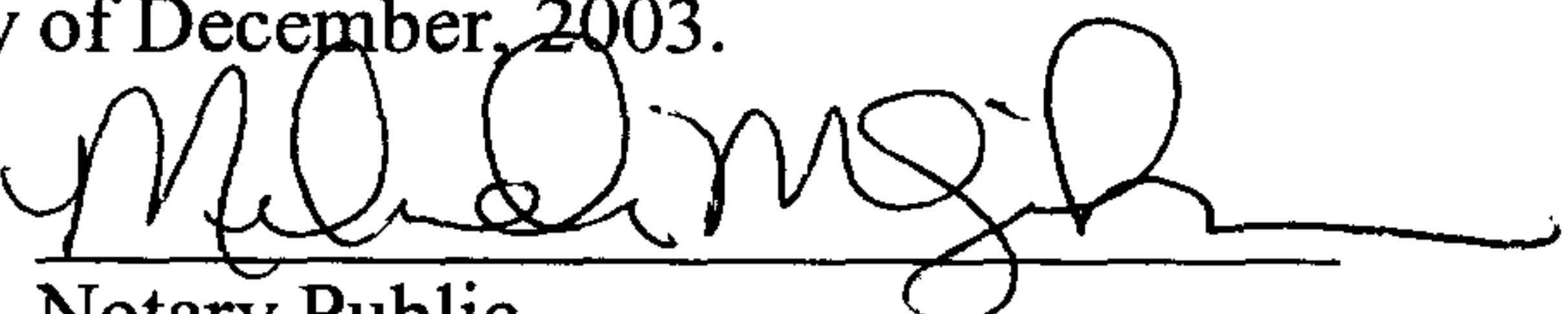


Notary Public
My Commission Expires: 10-22-05

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said State of Alabama at Large, hereby certify that **William M. Schroeder, Jr.**, whose name as **Vice President**, of **Central State Bank**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

GIVEN under my hand this 19th day of December, 2003.



Notary Public
My Commission Expires: _____ **MY COMMISSION EXPIRES**
NOV. 21, 2005