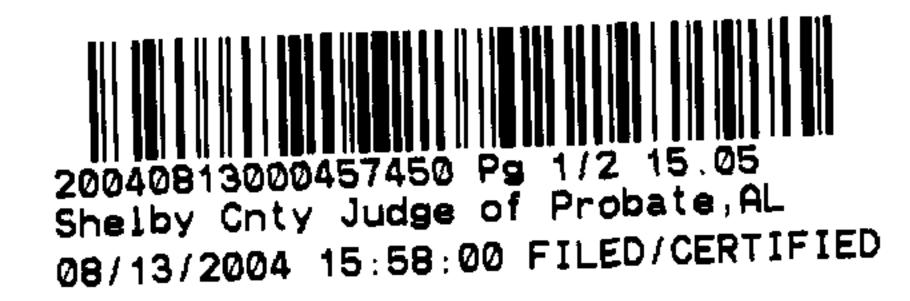
#36962

## MORTGAGE MODIFICATION AGREEMENT



THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this the  $9^{th}$  day of August 2004 by and between Tony A. Davis (hereinafter referred to as the "Mortgagor") and CENTRAL STATE BANK, (hereinafter called the "Mortgagee").

Mortgagor has entered into an original mortgage agreement (referred to herein as "First Mortgage Agreement") with Mortgagee on February 10<sup>th</sup>, 2004 as recorded in Instrument #20040217000081420, on February 17<sup>th</sup>, 2004 in the Office of the Judge of Probate of Shelby County, Alabama. Both Mortgagor and Mortgagee desire to amend the terms of the original First Mortgage Agreement and note executed simultaneously therewith.

THESE THINGS CONSIDERED, Mortgagee hereby allows Mortgagor to increase the original First Mortgage Agreement from Eighty Two Thousand Four Hundred Dollars and 00/100 (\$82,400.00) to Eighty Three Thousand, Nineteen Dollars and 45/100 (\$83,019.45). The new note shall be secured by the original above described First 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, Mortgagor and Mortgagee have hereunto set their hands and seals on this the  $9^{th}$  day of August, 2004.

Tony & Davis

(MORTGAGOR)

CENTRAL STATE BANK

Shane D. Schroeder, Vice President

(MORTGAGEE)

STATE OF ALABAMA BIBB COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **Tony A. Davis**, whose names are signed to the foregoing Mortgage Modification Agreement and who is 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 9th day of August, 2004.

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES APRIL 11, 2007

20040813000457450 Pg 2/2 15.05 Shelby Cnty Judge of Probate, AL 08/13/2004 15:58:00 FILED/CERTIFIED

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 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 9th day of August, 2004.

My Commission Expires:

MY COMMISSION EXPIRES APRIL 11, 200

CENTRAL STATE BANK P. O. BOX 180 CALERA, ALABAMA 35040