

THIS INSTRUMENT PREPARED BY:

Anthony D. Snable, Attorney
1629 11TH Avenue South
Birmingham, Alabama 35205

20041230000709820 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
12/30/2004 15:58:00 FILED/CERTIFIED

STATE OF ALABAMA)

JEFFERSON COUNTY)

MORTGAGE MODIFICATION AGREEMENT

This Agreement is entered into by and between Mutual Savings Credit Union, ("Mortgagee") and Ed Cates, a married man, ("Mortgagor").

WHEREAS, Mortgagor hereby certifies that the property secured by this Mortgage Modification Agreement does not constitute his homestead or the homestead of his spouse as defined by Code Section 6-10-2;

WHEREAS, Mortgagor is indebted to Mortgagee as evidenced by a Promissory Note dated September 29, 2004, ("Note"), and secured by a mortgage on real property situated in Shelby County, Alabama, such Mortgage being in the original principal amount of \$900,000.00 and recorded in Instrument No.: 20040930000540480, in the Probate Office of Shelby County, Alabama ("Mortgage"); and

WHEREAS, Mortgagor and Mortgagee desire to modify the terms of said Mortgage as set forth herein.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Mortgagee agree that the Mortgage be modified as follows:

Ed Cates
MB

The amount of the above referenced mortgage be increased by an additional principal amount of \$200,000.00 and the Mortgagor is hereby justly indebted to Mortgagee, and hereby executes this Mortgage Modification Agreement to secure the total principal amount of \$1,100,000.00.

Except as modified herein, all of the other terms and conditions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective this 30th day of December, 2004.



Ed Cates

Mortgagor

Mutual Savings Credit Union

By: 

Its: Director of Business Lending

Mortgagee

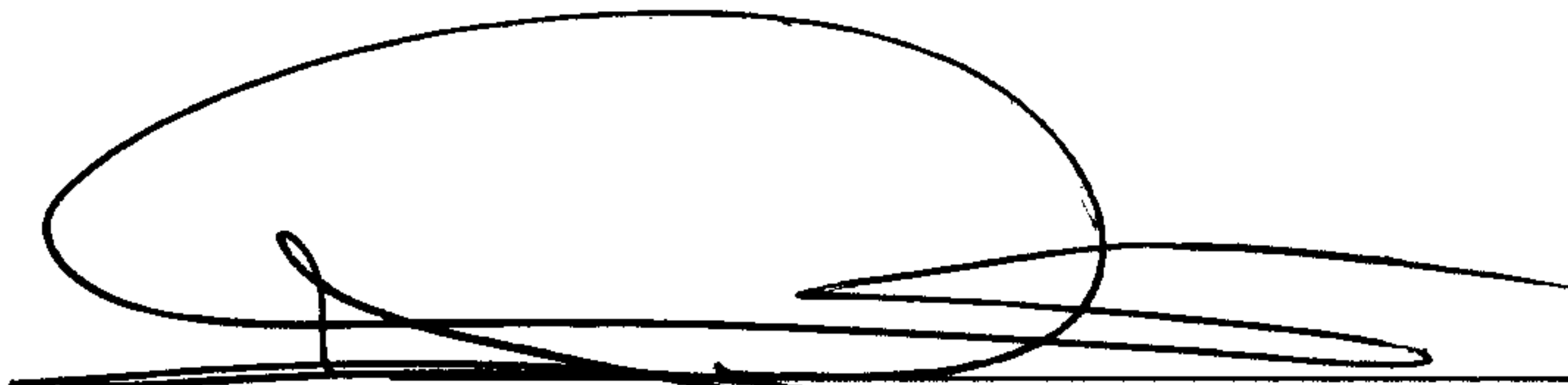
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ed Cates whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of

AB
EC December, 2004.



Notary Public

My Commission Expires: 11-2-07

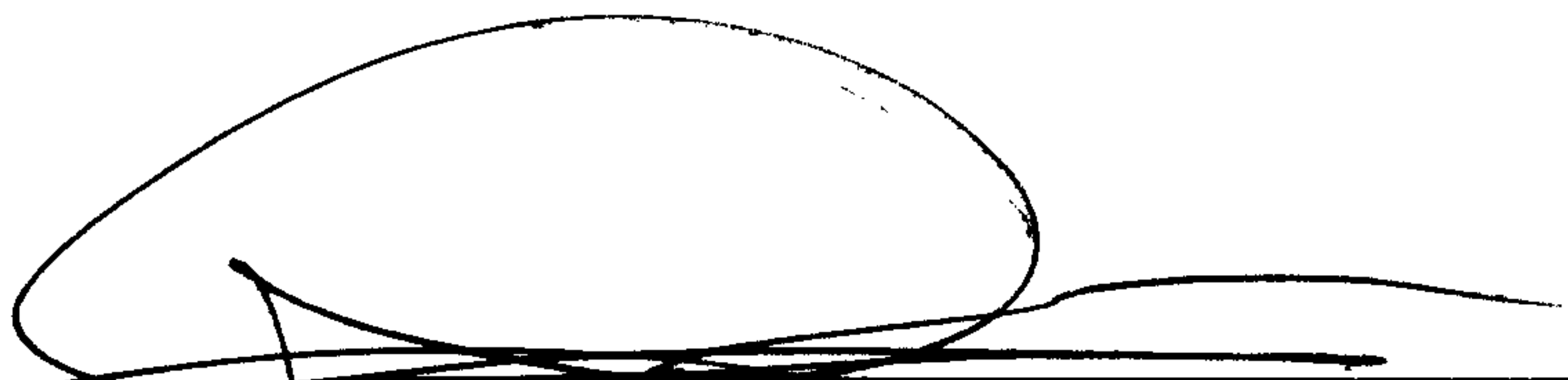
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Brian A. Rettella, whose name as Director of Business Lending of Mutual Savings Credit Union, a corporation, signed to the foregoing instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority executed the same for and as the act of said corporation.

Given under my hand and official seal this 20th day of

AB
EC December, 2004.



Notary Public

My Commission Expires: 11-2-07

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