

\$1 00.00  
# 90858

## MORTGAGE MODIFICATION AGREEMENT

20050317000121490 1/2 \$89.00  
Shelby Cnty Judge of Probate, AL  
03/17/2005 02:13:55PM FILED/CERT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this the 7<sup>th</sup> day of March, 2005 by and between **JAMES MARK CLAYTON AND SPOUSE, ELIZABETH CLAYTON** (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 May 28th, 2002 as recorded in Instrument #20020531000256910 on May 31, 2002 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 February 20, 2003. Said Mortgage Modification Agreement was recorded on February 21, 2003 under Instrument No. 20030221000110640 in the Office of the Judge of Probate of Shelby County, Alabama;

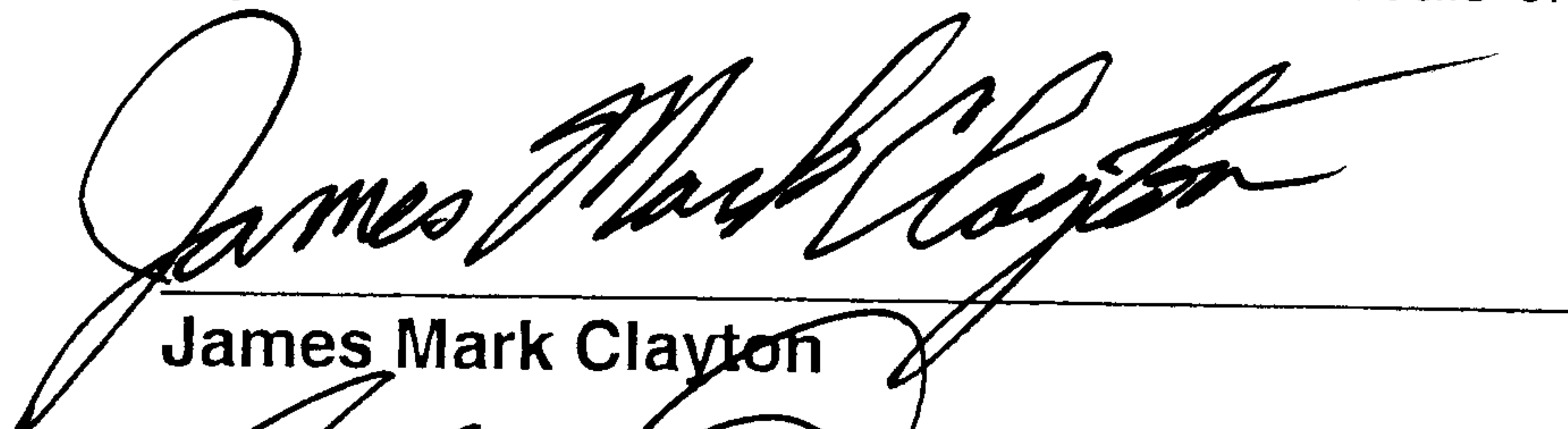
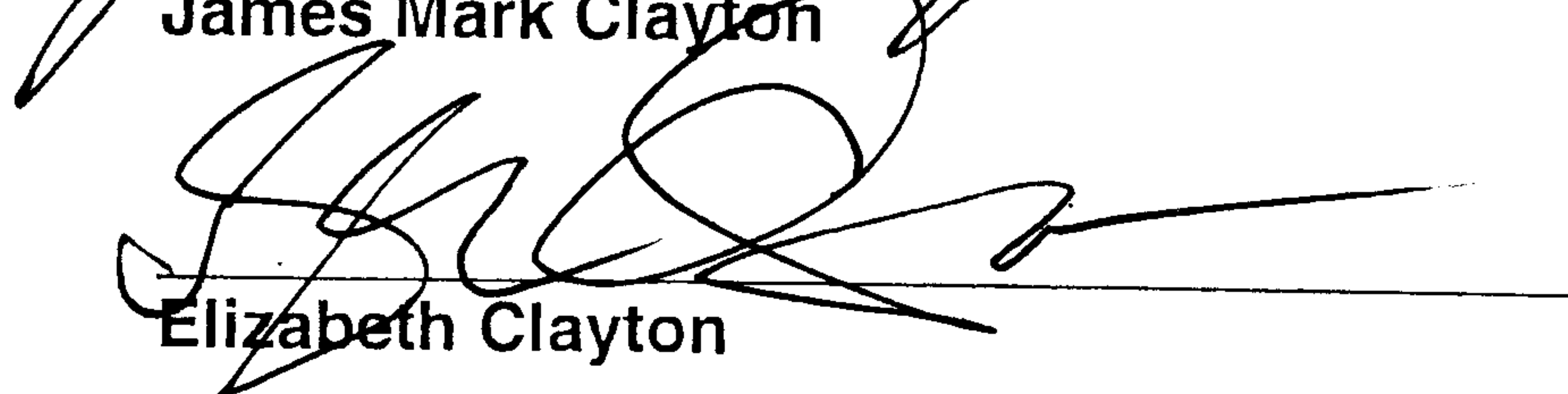
WHEREAS, said original Mortgage Agreement was modified and amended by Mortgage Modification Agreement dated December 9<sup>th</sup>, 2004. Said Mortgage Modification Agreement was recorded on December 13<sup>th</sup>, 2004 under Instrument No. 20041213000679090 in the Office of the Judge of Probate of Shelby County, Alabama;

NOW, THEREFORE, these things considered, Mortgagee hereby allows Mortgagors to increase the original Mortgage Agreement, as modified and amended, from **Three Hundred Fifteen Thousand and 00/100 Dollars (\$315,000.00)** to **Three Hundred Sixty Five Thousand Dollars and 00/100 Dollars (\$365,000.00)**. 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.

This Mortgage modification is to also include that the Original Mortgage and Security Agreement is hereby amended to be a Mortgage and Security Agreement: Open-End Credit with Future Advances.

Whereas, James Mark Clayton and Elizabeth Clayton (herein referred to as "Mortgagor" whether one or more) has become indebted to Mortgagee pursuant to a line of credit for an initial advance of Three Hundred Seven Thousand Seven Hundred Sixty Six Dollars and 48/100 (\$307,766.48), and for all future advances, provided, however, that the maximum indebtedness at any one time shall not exceed Three Hundred Sixty Five Thousand Dollars and 00/100 (\$365,000.00), which said future advances Mortgagee is obligated to make pursuant to the terms and conditions of that certain security Agreement, said Agreement maturing on demand contemporaneously entered into by and between Mortgagor and Mortgagee, the terms and conditions of which are hereby incorporated by reference.

IN WITNESS WHEREOF, Mortgagors and Mortgagee have hereunto set their hands and seals on this the 7<sup>th</sup> day of March, 2005.

  
James Mark Clayton  
  
Elizabeth Clayton

(MORTGAGORS)

Central State Bank



CENTRAL STATE BANK

By   
William M. Schroeder, Jr., Sr. Vice President

(MORTGAGEE)

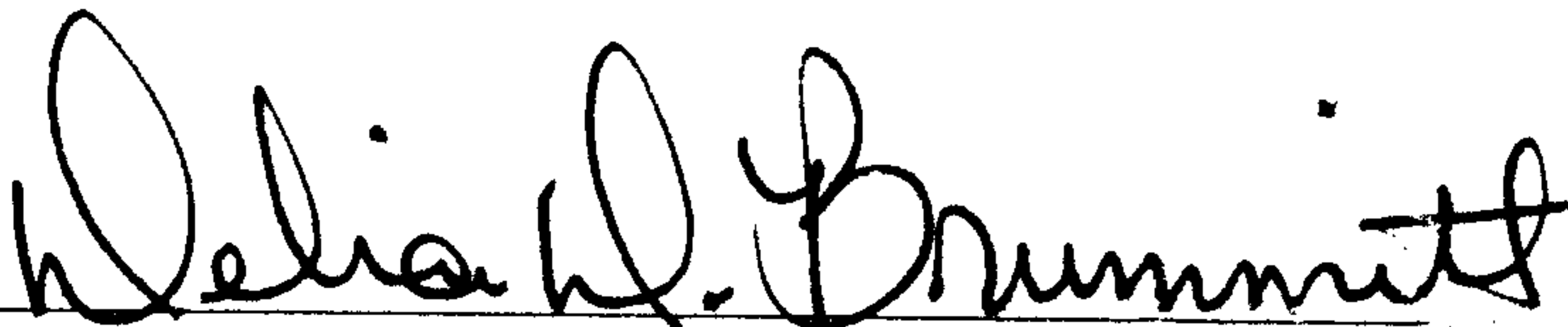


20050317000121490 2/2 \$89.00  
Shelby Cnty Judge of Probate, AL  
03/17/2005 02:13:55PM FILED/CERT

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared James Mark Clayton and Elizabeth Clayton 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 7<sup>th</sup> day of March, 2005.

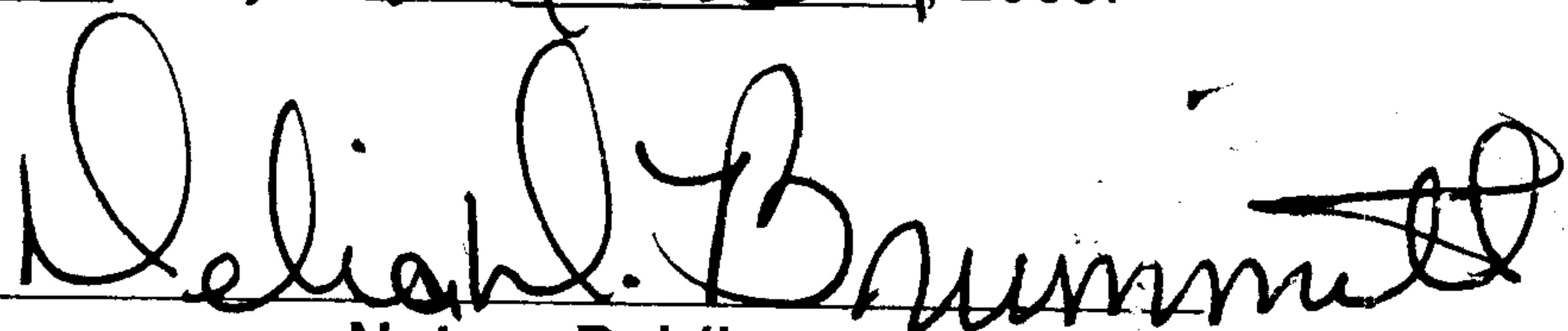
  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES MARCH 4, 2008

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 Senior 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 7<sup>th</sup> day of March, 2005.

  
Notary Public

MY COMMISSION EXPIRES MARCH 4, 2008

My Commission Expires: \_\_\_\_\_

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