

mortgage Increase  
\$521.12

## MORTGAGE MODIFICATION AGREEMENT

20051004000517780 1/2 \$15.90  
Shelby Cnty Judge of Probate, AL  
10/04/2005 03:46:00PM FILED/CER

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on **September 23, 2005** by and between **Phillip Herron and spouse, Darla Herron** (hereinafter referred to as the "Mortgagors") and **CENTRAL STATE BANK**, (hereinafter called the "Mortgagee").

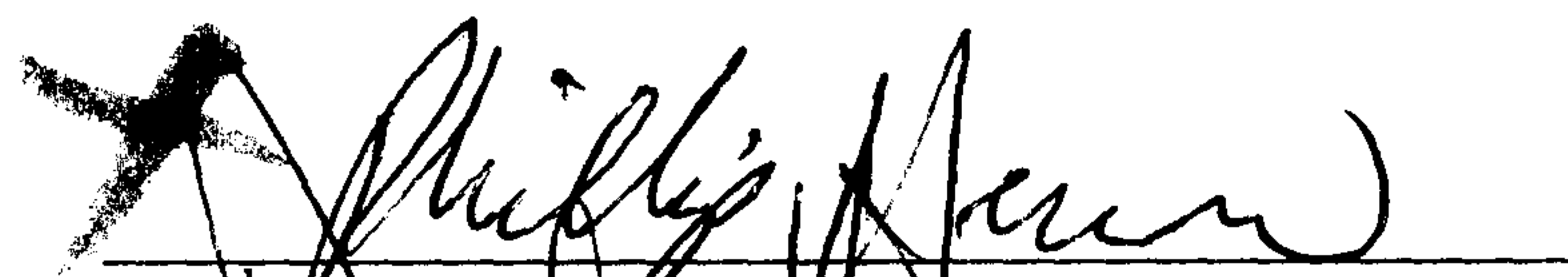
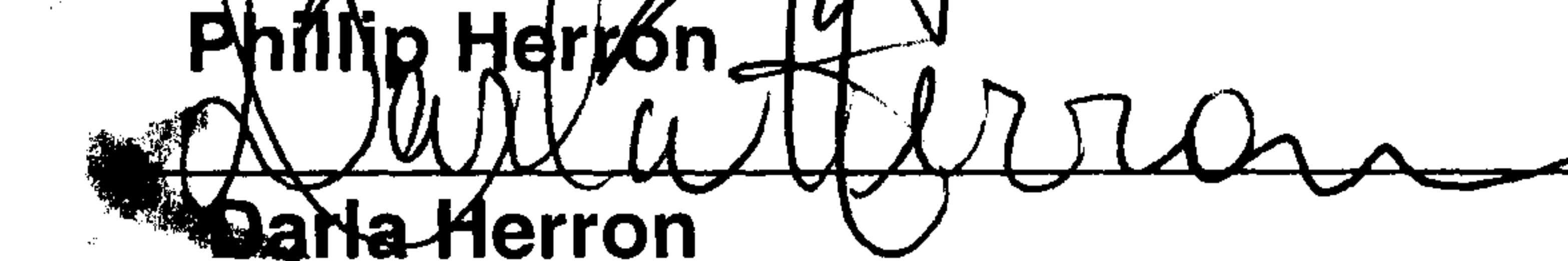
WHEREAS, **Mortgagor** entered into an original Mortgage Agreement with Mortgagee on **June 20, 2001**. Said original Mortgage Agreement was recorded on **June 27, 2001** under Instrument No. **2001-26592** in the Office of the Judge of Probate of **Shelby County, Alabama**;

WHEREAS, said original Mortgage Agreement was further modified and amended by Mortgage Modification Agreement dated **February 18, 2003**. Said Mortgage Modification Agreement was recorded on **February 21, 2003** under Instrument No. **20030221000110660** in the Office of the Judge of Probate of **Shelby County, Alabama**;

WHEREAS, all parties desire to further modify and amend the terms of the original Mortgage Agreement, as modified and amended, and notes executed simultaneously therewith.

NOW, THEREFORE, these things considered, Mortgagee hereby allows Mortgagor to increase the original Mortgage Agreement, as modified and amended, from **Fifteen Thousand One Hundred Nineteen Dollars 81/100 (\$15,119.81)** to **Fifteen Thousand Six Hundred Forty Dollars and 97/100 (\$15,640.97)**. The new note shall be secured by the original Mortgage Agreement, as modified and amended, and amortized under the terms and conditions of the new note executed simultaneously with this Mortgage Modification Agreement.

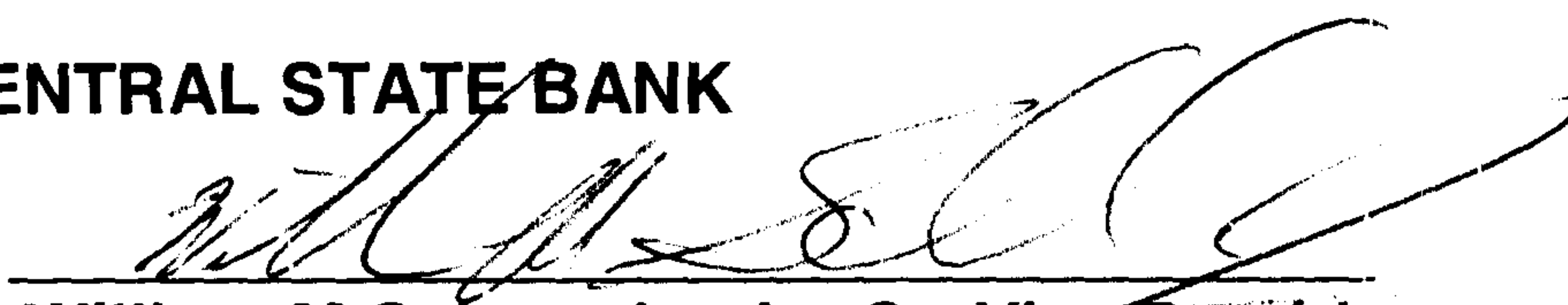
IN WITNESS WHEREOF, Mortgagor and Mortgagee have hereunto set their hands and seals on this the **23rd** day of **September, 2005**.

  
Phillip Herron  
  
Darla Herron

(MORTGAGOR)

CENTRAL STATE BANK

By

  
William M Schroeder Jr., Sr. Vice President  
(MORTGAGEE)

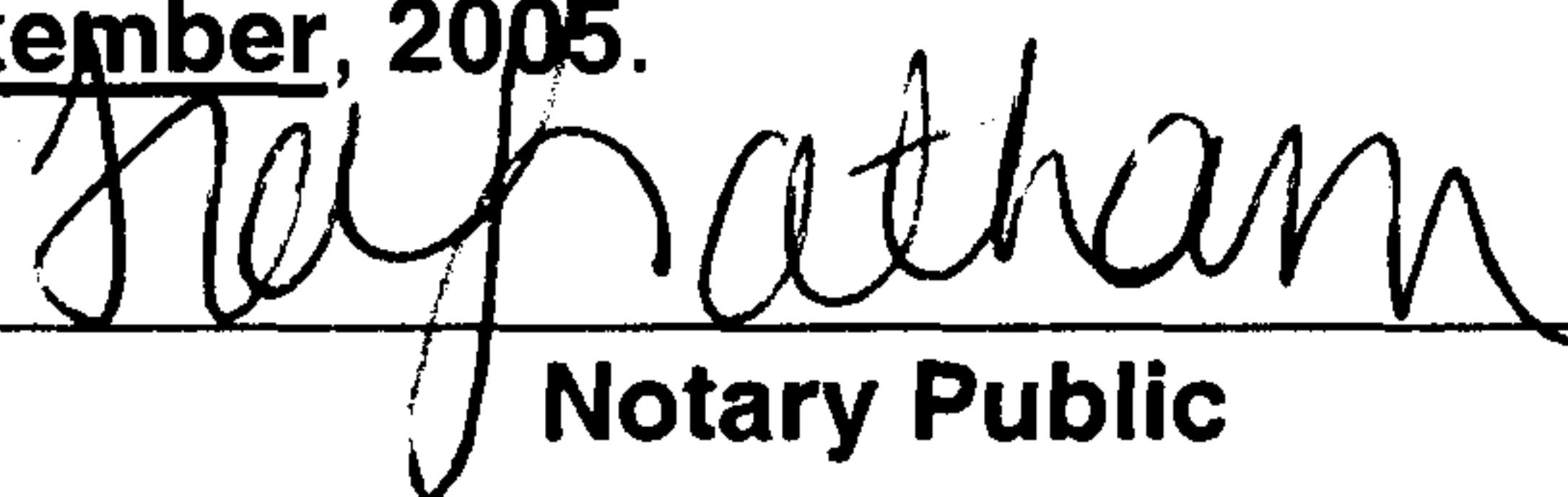
#82078 \$23.50

20051004000517780 2/2 \$15.90  
Shelby Cnty Judge of Probate, AL  
10/04/2005 03:46:00PM FILED/CERT

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **Phillip Herron & Darla Herron**, whose name is signed to the foregoing Mortgage Modification Agreement and who are known to me, acknowledged before me on this day, that, she being informed of the contents of said agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23<sup>rd</sup> day of September, 2005.

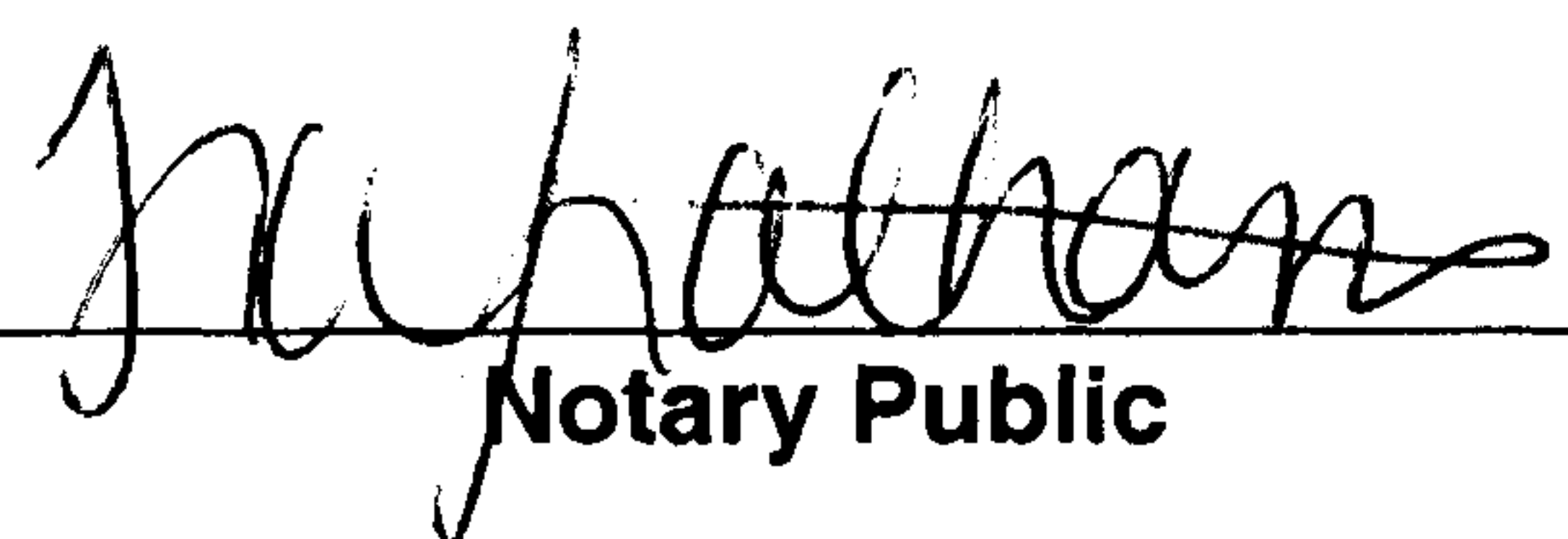
  
Notary Public

My Commission Expires ~~EXPIRES~~ AUGUST 13, 2007

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 **Sr. 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 23<sup>rd</sup> day of September, 2005.

  
Notary Public

My Commission Expires ~~EXPIRES~~ AUGUST 13, 2007