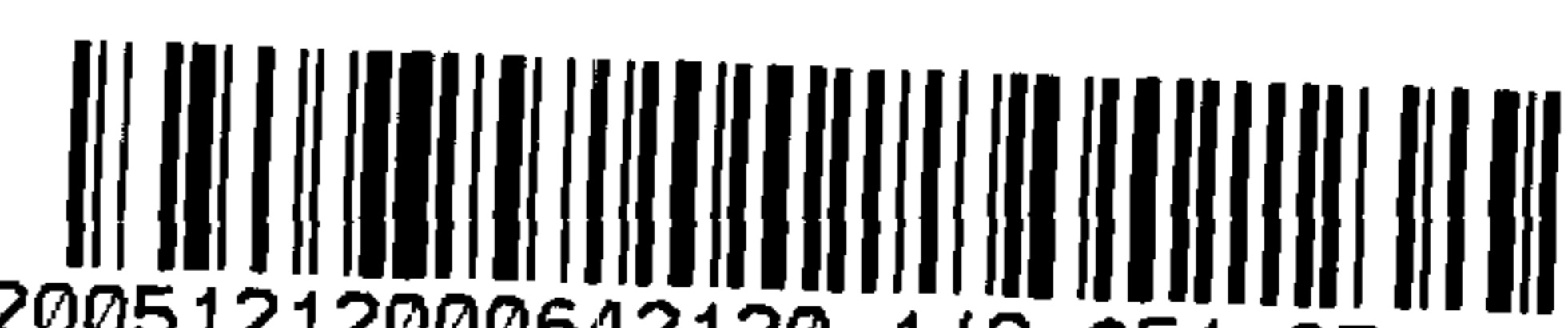


\$ 70.00 # 82385



20051212000642120 1/2 \$51.35
Shelby Cnty Judge of Probate, AL
12/12/2005 03:22:39PM FILED/CERT

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on **DECEMBER 1, 2005** by and between **TIMOTHY W. SMITH, AND SPOUSE, ANGIE M. SMITH** (hereinafter referred to as the "Mortgagors") and **CENTRAL STATE BANK**, (hereinafter called the "Mortgagee").

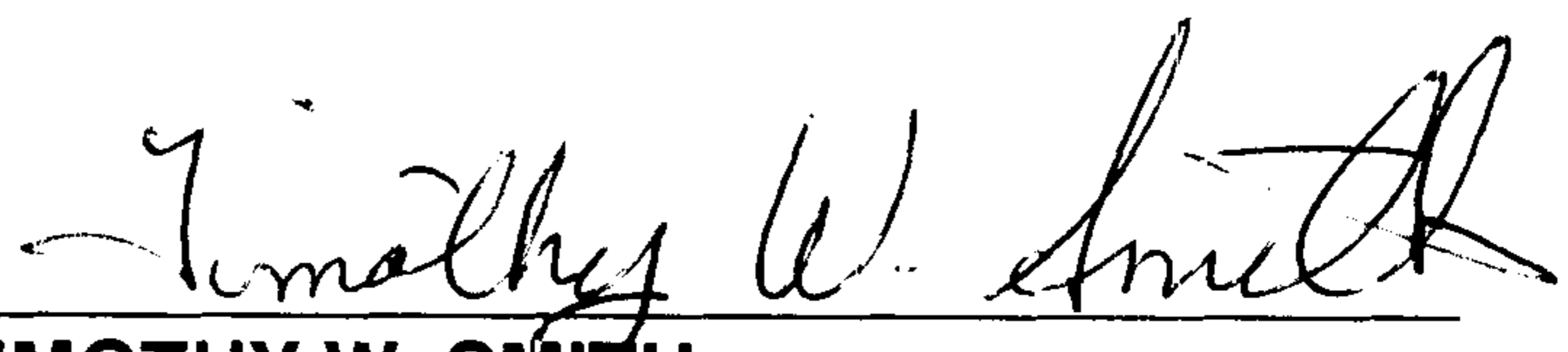
WHEREAS, Mortgagor entered into original Mortgage Agreement with Mortgagee on **SEPT. 16, 2005**. Said original Mortgage Agreement was recorded on **SEPT. 19, 2005** under Instrument # **20050919000486190** in the Office of the Judge of Probate of Shelby County, Alabama;


WHEREAS, said original Mortgage Agreement was modified and amended by Mortgage Modification Agreement dated **OCT. 19, 2005**. Said Mortgage Modification Agreement was recorded on **OCT. 24, 2005** under Instrument # **20051024000552510** 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 **ONE HUNDRED SIX THOUSAND SIX HUNDRED FIFTY FIVE DOLLARS AND 50/100 (\$106,655.50)** to **ONE HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED FIVE DOLLARS AND 50/100 (\$131,505.50)**. 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 1ST day of DECEMBER, 2005.



TIMOTHY W. SMITH


ANGIE M. SMITH


(MORTGAGOR)

CENTRAL STATE BANK
By 

William M Schroeder Jr., Sr. Vice President

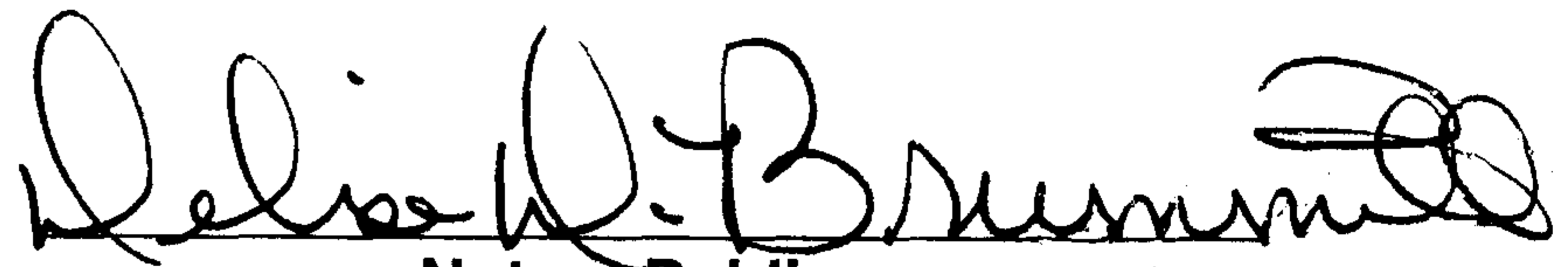
(MORTGAGEE)

STATE OF ALABAMA
SHELBY COUNTY


20051212000642120 2/2 \$51.35
Shelby Cnty Judge of Probate, AL
12/12/2005 03:22:39PM FILED/CERT

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **TIMOTHY W. SMITH AND SPOUSE ANGIE M. SMITH** 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1ST day of DECEMBER, 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 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 1ST day of DECEMBER, 2005.


Notary Public

My Commission Expires: MY COMMISSION EXPIRES MARCH 4, 2008

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