

Increase 8,147.93

26.22



20071016000479680 1/2 \$30.30
Shelby Cnty Judge of Probate, AL
10/16/2007 10:20:33AM FILED/CERT

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on **October 4, 2007** by and between **Curtis Sherman a married man**, (hereinafter referred to as the "Mortgagor") and **CENTRAL STATE BANK**, (hereinafter called the "Mortgagee").

WHEREAS, Mortgagor entered into an original Mortgage Agreement with Mortgagee on **July 16, 2004**, Said original Mortgage Agreement was recorded **Inst# 20040723000412010**, and re-recorded in **Inst# 20041123000645350** on **November 23, 2004** 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 **October 17, 2005**. Said Mortgage Modification Agreement was recorded on **October 24, 2005** in **Inst# 20051024000552500** in the Office of the Judge of Probate of **Shelby County, Alabama**; and

WHEREAS, said original Mortgage Agreement was further modified and amended by Mortgage Modification Agreement dated **August 16, 2006**. Said Mortgage Modification Agreement was recorded on **September 18, 2006** in **Inst# 20060918000462200** in the Office of the Judge of Probate of **Shelby County, Alabama**; and

WHEREAS, said original Mortgage Agreement was further modified and amended by Mortgage Modification Agreement dated **December 28, 2006**. Said Mortgage Modification Agreement was recorded on **January 8, 2007** in **Inst# 20070108000008510** in the Office of the Judge of Probate of **Shelby County, Alabama**; and

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 **Fifty One Thousand Four Hundred Ninety Three and 53/100 Dollars (\$51,493.53)** to **Fifty Nine Thousand Six Hundred Forty One and 46/100 (\$59,641.46)**. 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 4th day of October, 2007.

Curtis Sherman

(MORTGAGOR)

CENTRAL STATE BANK

By

John E Cocoris, Vice President
(MORTGAGEE)




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**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **Curtis Sherman a married man**, 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 **4th** day of **October, 2007**.


Notary Public

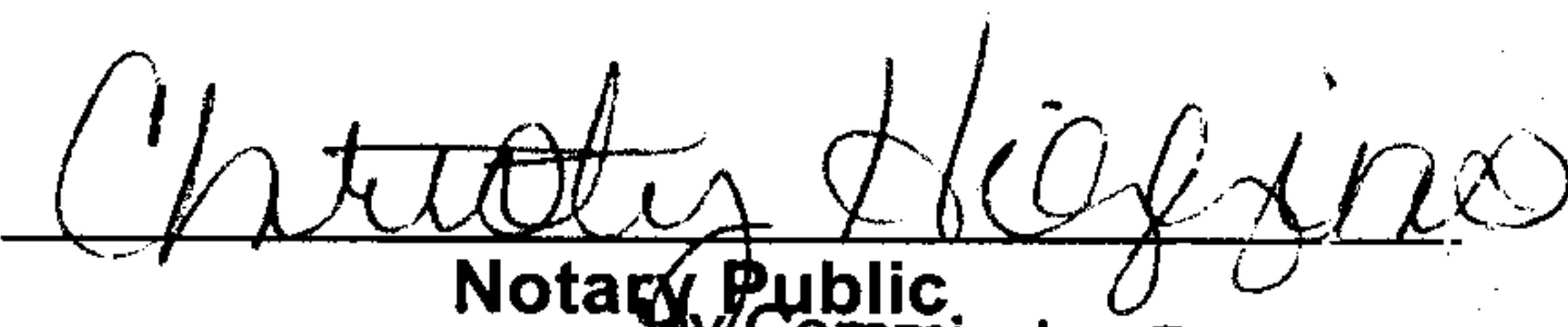
My Commission Expires July 2, 2008

My Commission Expires: _____

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **John E Cocoris**, 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 **4th** day of **October, 2007**.


Notary Public

My Commission Expires July 2, 2008

My Commission Expires: _____