#85593 Nogo

## MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this the 11<sup>th</sup> day of FEBRUARY, 2008 by Harold M Schoenfeld and spouse Joan K Schoenfeld, (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 08/27/2007 as recorded in INSTRUMENT# 20070831000410800 on 08/31/2007, as, 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;

THESE THINGS CONSIDERED, Mortgagee hereby allows Mortgagors to increase the original Mortgage Agreement, as modified and amended, from FOUR HUNDRED THOUSAND DOLLARS AND 00/100 (\$400,000.00) to FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$500,000.00). 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.

IN WITNESS WHEREOF, Mortgagors and Mortgagee have hereunto set their hands and seals on this the 11<sup>TH</sup> day of FEBRUARY, 2008.

HAROLD M SCHOENFELD

Hall M. Silverfille

JOAN K SCHOENFELD

(MORTGAGORS)

**CENTRAL STATE BANK** 

Terrie Childress Assistant Vice President

(MORTGAGEE)

20080214000060330 1/2 \$164.00 Shelby Cnty Judge of Probate, AL 02/14/2008 09:04:37AM FILED/CERT

## STATE OF ALABAMA SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared HAROLD M SCHOENFELD AND SPOUSE JOAN K SCHOENFELD whose name are signed to the foregoing Mortgage Modification Agreement and who is known to me, acknowledged before me on this day, that she 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 11<sup>TH</sup> day of FEBRUARY, 2008

Notary Public

My Commission Expires July 2, 2008

20080214000060330 2/2 \$164.00 Shelby Cnty Judge of Probate, AL 02/14/2008 09:04:37AM FILED/CERT

## STATE OF ALABAMA SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared <u>TERRIE CHILDRESS</u>, whose name as <u>ASSISTANT VICE PRESIDENT</u> 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 11th day of FEBRUARY, 2008

Notary Public

mmission Expire

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

P.O. Box 180
Calera, AL 35040