

#86765



20090319000102740 1/2 \$21.50
Shelby Cnty Judge of Probate, AL
03/19/2009 12:57:29PM FILED/CERT

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on **March 12, 2009** by and between **PEEK'S AUTO TOPS AND INTERIORS, INC.** hereinafter referred to as the "Mortgagor") and **CENTRAL STATE BANK**, (hereinafter called the "Mortgagee").

Mortgagor has entered into an original Mortgage on **FEBRUARY 20, 2007**, INSTRUMENT # **20070226000087540** in the Office of the Judge of Probate of **SHELBY** County, Alabama. Both Mortgagor and Mortgagee desire to amend the terms of the original mortgage and note executed simultaneously therewith.

These things considered, Mortgagee hereby allows Mortgagors to increase the original mortgage from **TEN THOUSAND DOLLARS AND 00/100 (10,000.00)** to **FIFTEEN THOUSAND DOLLARS AND 00/100 Dollars (\$15,000.00)**. The new note shall be secured by the original above described mortgage as amended herein and amortized under the terms and conditions of the new note executed simultaneously with this agreement.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have hereunto set their hands and seals on this the **12TH** day of **MARCH 2009**.

PEEK'S AUTO TOPS AND INTERIORS, INC.


FRANKLIN PEEK, PRESIDENT

(MORTGAGORS)


Melinda Gibson
Assistant 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, **FRANKLIN PEEK** whose name as **PRESIDENT OF PEEK'S AUTO TOPS AND INTERIORS, INC**, foregoing Mortgage Modification Agreement and who is known to me, acknowledged before me on this day, that, he as **PRESIDENT**, and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12TH day of MARCH 2009




Notary Public

My Commission Expires: Aug 13, 2011

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared Melinda Gibson whose name as Assistant 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 with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12TH day of MARCH 2009.



Notary Public

My Commission Expires July 2, 2012

My Commission Expires: _____

Prepared by: **CENTRAL STATE BANK**
Ret: **P.O. BOX 180**
CALERA, ALABAMA 35040