

#89677

MORTGAGE MODIFICATION AGREEMENT

(Increase \$10,000.00)

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on **January 06, 2012** by and between **Franklin Peek, President** (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 **February 20, 2007**. Said original Mortgage Agreement was recorded on **February 26, 2007** under **Instrument #20070226000087540** 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 **March 12, 2009**. Said Mortgage Modification Agreement was recorded on **March 19, 2009** under **Instrument #20090319000102740** in the Office of the Judge of Probate of **Shelby County, Alabama**;

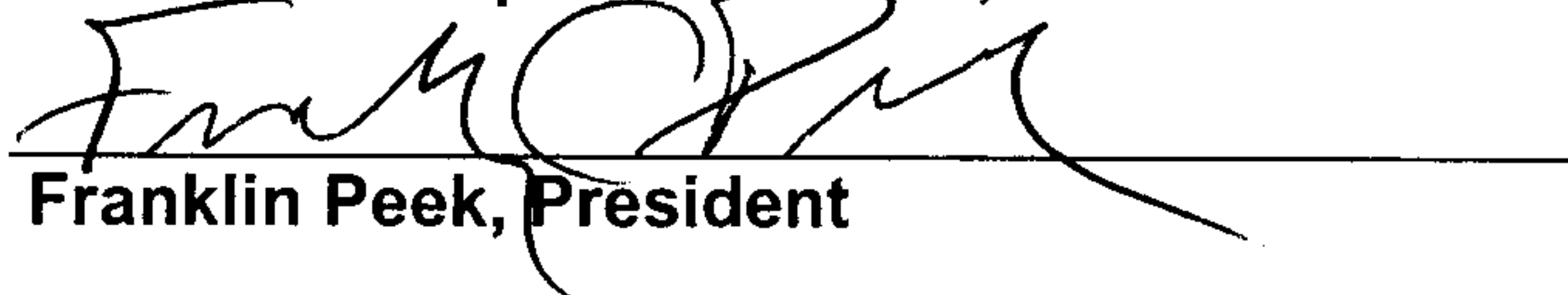
WHEREAS, said original Mortgage Agreement was modified and amended by Mortgage Modification Agreement dated **April 08, 2010**. Said Mortgage Modification Agreement was recorded on **April 12, 2011** under **Instrument #20110412000113410** in the Office of the Judge of Probate of **Shelby County, Alabama**;

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 **Twenty Thousand and 00/100 Dollars (\$20,000.00)** to **Thirty Thousand and 00/100 Dollars (\$30,000.00)**. 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 6th day of January, 2012.

Peek's Auto Tops and Interiors, Inc


Franklin Peek, President

(MORTGAGOR)

CENTRAL STATE BANK

By 
Shane D Schroeder, Sr. Vice President

(MORTGAGEE)



20120117000018720 1/2 \$30.00
Shelby Cnty Judge of Probate, AL
01/17/2012 10:36:03 AM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **Franklin Peek as President**, whose name is 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 6th day of January 2012.



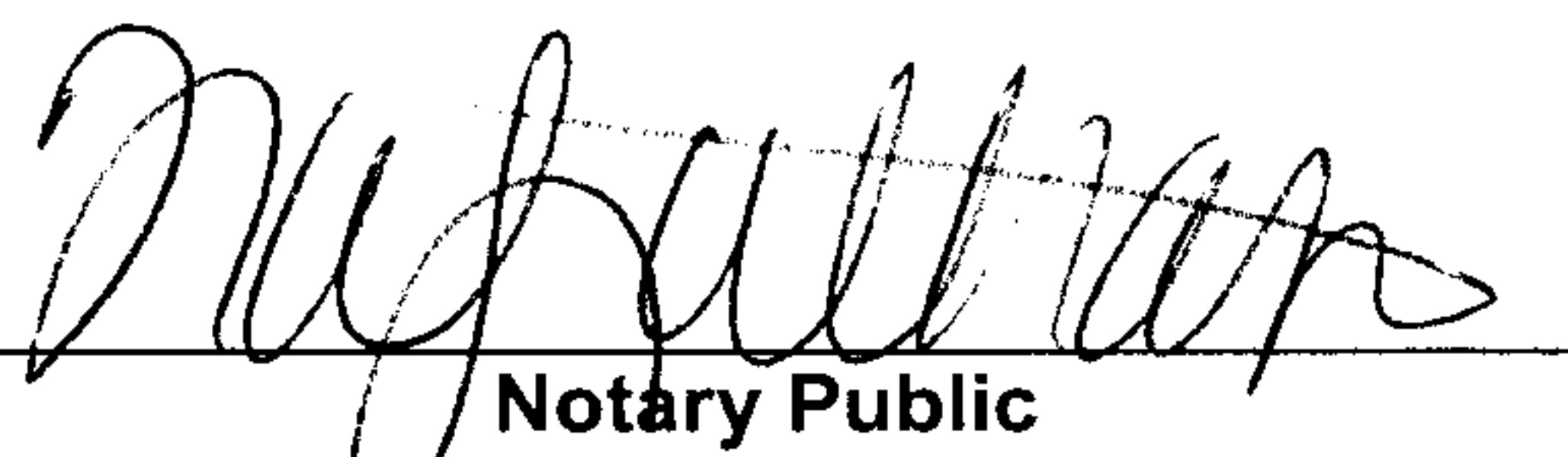
Notary Public
My Commission Expires: _____

My Commission Expires Aug 13, 2015

STATE OF ALABAMA
SHELBY COUNTY

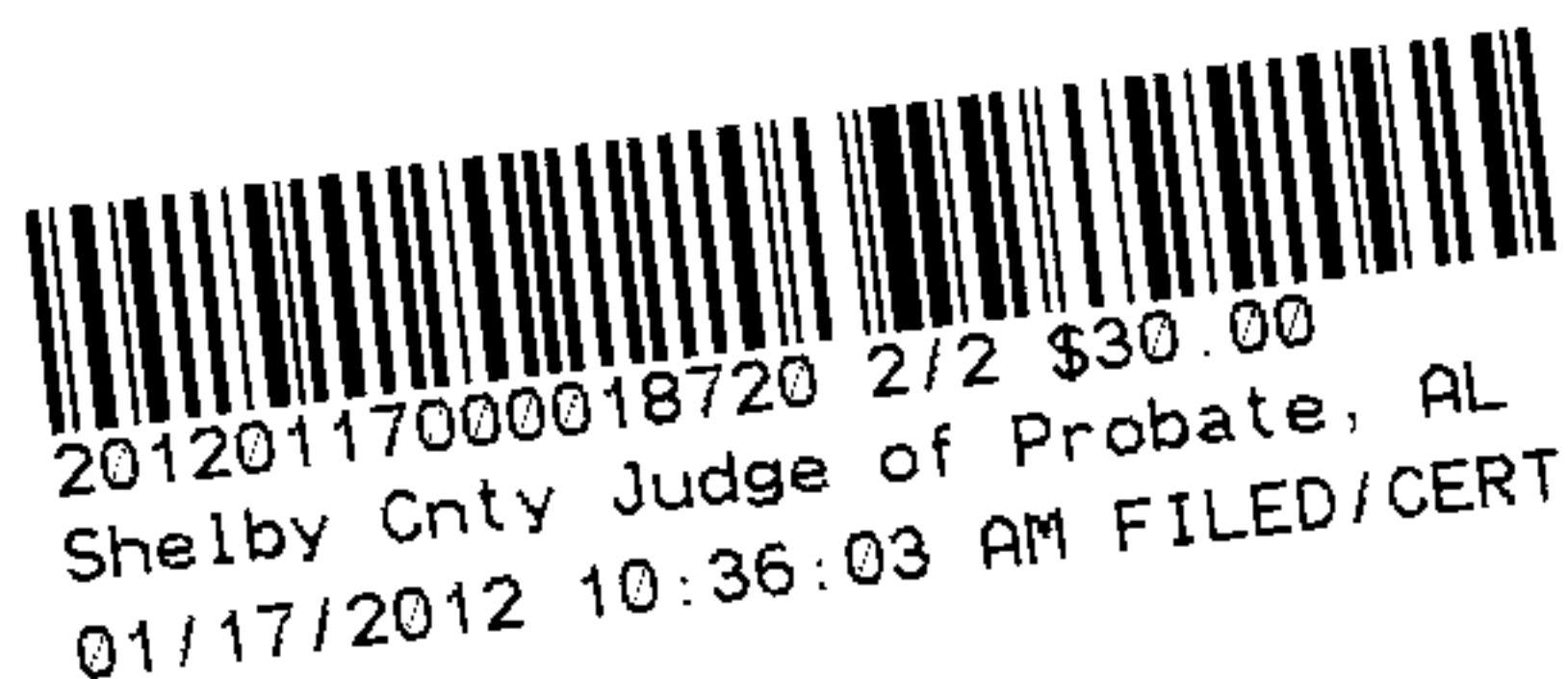
I, the undersigned authority, a Notary Public, in and for said County in said State, personally appeared **Shane D Schroeder, whose name as Senior Vice President of Central State Bank**, is signed to the foregoing Mortgage Modification Agreement and who is known to me, acknowledged before me on this 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 6th day of January, 2012.



Notary Public
My Commission Expires: _____

My Commission Expires Aug 13, 2015



Prepared by:

**Central State Bank
P.O. Box 180
Calera, AL 35040**

Return to: