



After Recordation Return to:
COMPASS BANK
P. O. Box 10566
Birmingham, AL 35296

Shelby, AL

\$ 94.00

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

77-43557 60000 ~~77667~~ 362451

<p>BORROWER MARK ANDREW BRISLIN TERESA SEBASTIAN BRISLIN</p> <p>ADDRESS 4364 HERITAGE VIEW ROAD BIRMINGHAM, AL 35242</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>	<p>MORTGAGOR MARK ANDREW BRISLIN, AKA MARK A BRISLIN, AND SPOUSE TERESA SEBASTIAN BRISLIN, AKA TERESA S BRISLIN</p> <p>ADDRESS 4364 HERITAGE VIEW ROAD BIRMINGHAM, AL 35242</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>
<p>ADDRESS OF REAL PROPERTY: 4364 HERITAGE VIEW ROAD BIRMINGHAM, AL 35242</p>	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 26th day of February, 2004, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On July 18, 2003, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of Twenty Five Thousand and no/100 Dollars (\$ 25,000.00).

which Note is secured by a mortgage ("Mortgage") dated July 18, 2003, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on September 02, 2003 at INSTRUMENT #20030902000580260 in the records of the SHELBY COUNTY RECORDERS OFFICE of SHELBY County, Alabama. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Mortgage are hereby modified as follows:

1. TERMS OF REPAYMENT.

The maturity date of the Note is extended to February 26, 2039, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly. The parties acknowledge and agree that, as of February 26, 2004, the unpaid principal balance due under the Note was \$ 50,000.00, and the accrued and unpaid interest on that date was \$ 0.00. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

The Note and Mortgage are further modified as follows:
EFFECTIVE FEBRUARY 26, 2003 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$50,000.00 FROM \$25,000.00

C. Additional Representations, Warranties and Agreements.

Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Mortgagor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

Handwritten signature/initials

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama

LOT 57, ACCORDING TO THE SURVEY OF HERITAGE OAKS AS RECORDED IN MAP BOOK 11, PAGE 23 A & B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

1ST LIEN MTG: COMPASS BANK IN THE AMOUNT OF \$99,500.00 DATED 7/2003

MAR
[Signature]

MORTGAGOR: MARK ANDREW BRISLIN

MORTGAGOR: TERESA SEBASTIAN BRISLIN

Mark Andrew Brislin
MARK ANDREW BRISLIN

Teresa Sebastian Brislin
TERESA SEBASTIAN BRISLIN

MORTGAGOR:

MORTGAGOR:

20040315000132190 Pg 3/3 94.00
Shelby Cnty Judge of Probate, AL
03/15/2004 15:16:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: MARK ANDREW BRISLIN

BORROWER: TERESA SEBASTIAN BRISLIN

Mark Andrew Brislin
MARK ANDREW BRISLIN

Teresa Sebastian Brislin
TERESA SEBASTIAN BRISLIN

BORROWER:

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BORROWER:

LENDER: Compass Bank

By: Janelia Sias
JANELIA SIAS
ORIGINATOR

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mark Andrew Brislin and Teresa Sebastian Brislin

whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of Feb 2004

(Notarial Seal)

[Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 9, 2004
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

State of Alabama)
County of _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

whose name(s) as _____ of _____, a

_____ is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said _____

Given under my hand and official seal this _____ day of _____, _____

(Notarial Seal)

Notary Public

THIS DOCUMENT WAS PREPARED BY: LADONNA MULLEN, 401 W VALLEY AVE, BHAM AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.