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After Recordation Return to:  
COMPASS BANK  
P. O. Box 10566  
Birmingham, AL 35233

### MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

Inst # 2001-06897  
02/28/2001-06897  
10:26 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MMB 92.00

<b>BORROWER</b> JOHN WILLIAM FUQUA, SR FRANCIS ELLIS FUQUA		<b>MORTGAGOR</b> JOHN WILLIAM FUQUA, SR AND WIFE FRANCIS ELLIS FUQUA	
<b>ADDRESS</b> 2098 FOREST MEADOWS CIRCLE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.		<b>ADDRESS</b> 2098 FOREST MEADOWS CIRCLE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.	
<b>ADDRESS OF REAL PROPERTY:</b> 2098 FOREST MEADOWS CIRCLE BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 16th day of February, 2001, is executed by and between the parties identified above and COMPASS BANK, 15 S. 20TH STREET, BIRMINGHAM, AL 35233 ("Lender").

A. On March 15, 1996, 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 Four Thousand and no/100 Dollars (\$ 24,000.00), which Note is secured by a mortgage ("Mortgage") dated March 15, 1996, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on March 22, 1996 at \_\_\_\_\_ in the records of the SHELBY 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 16, 2036, 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 16, 2001, 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 FEB 16 2001, THE MORTGAGE WAS INCREASED TO \$50,000.00 FROM \$24,000.00**

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.

5096924

JWT  
JTB

**SCHEDULE A**

The following described real property located in the County of **SHELBY**, State of **Alabama** :  
**LOT 7 ACCORDING TO THE SURVEY OF FOREST MEADOWS 1ST SECTOR AS RECORDED IN MAP BOOK  
19 PAGE 80 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.**

**SCHEDULE B**

**1ST LIEN MORTGAGE: NATIONS IN THE AMOUNT OF \$195,000.00 DATED 1-96**

*JWT*

MORTGAGOR: JOHN WILLIAM FUQUA, SR

*John William Fuqua, Sr.*  
JOHN WILLIAM FUQUA, SR

MORTGAGOR:

MORTGAGOR: FRANCIS ELLIS FUQUA

*Francis Ellis Fuqua*  
FRANCIS ELLIS FUQUA

MORTGAGOR:

MORTGAGOR:

Inst # 2001-06897  
MORTGAGOR

MORTGAGOR:

02/28/2001-06897  
10:26 AM CERTIFIED  
MORTGAGOR: SHELBY COUNTY JUDGE OF PROBATE  
003 MHF 92.00

BORROWER: JOHN WILLIAM FUQUA, SR

JOHN WILLIAM FUQUA, SR

BORROWER:

*John William Fuqua, Sr.*  
BORROWER:

BORROWER:

BORROWER: FRANCIS ELLIS FUQUA

FRANCIS ELLIS FUQUA

BORROWER:

*Francis Ellis Fuqua*  
BORROWER:

BORROWER:

LENDER: COMPASS BANK

*Stacey Ducaote*  
By: STACEY DUCAOTE  
LOAN OFFICER

*State of Alabama,  
County of Shelby*

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that  
*John William Fuqua, Sr. & Francis Ellis Fuqua*  
whose name(s) is/are signed to the foregoing instrument and

MY COMMISSION EXPIRES OCTOBER 23, 2004

(Notarial Seal)

*16<sup>th</sup> of February 2001*  
*Stacey M. Ducaote*

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: JENNIFER VANCE AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

*JWF*