

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

### MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<b>BORROWER</b> DOYLE H STEWART, JR. THERESA H STEWART		<b>MORTGAGOR</b> DOYLE H STEWART, JR. AND WIFE, THERESA H STEWART	
<b>ADDRESS</b> 4509 CAYCE LANE HOOVER, AL 35244		<b>ADDRESS</b> 4509 CAYCE LANE HOOVER, AL 35244	
<b>TELEPHONE NO.</b> (205) 987-0612	<b>IDENTIFICATION NO.</b> [REDACTED]	<b>TELEPHONE NO.</b> (205) 987-0612	<b>IDENTIFICATION NO.</b> [REDACTED]
<b>ADDRESS OF REAL PROPERTY:</b> 4509 CAYCE LANE HOOVER, AL 35244			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 30th day of August, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On September 30, 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 Forty Seven Thousand and no/100 Dollars 47,000.00

which Note is secured by a mortgage ("Mortgage") dated September 30, 1996, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on October 09, 1996 at INSTRUMENT 1996-33626 in the records of the JEFFERSON COUNTY, ALABAMA 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 August 30, 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 August 30, 2001, the unpaid principal balance due under the Note was \$ 128,000.00, 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 08/30/2001, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$128,000.00, FROM \$47,000.00.**

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.

09/26/2001-41612  
12:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CH 209.00

**SCHEDULE A**

The following described real property located in the County of SHELBY, State of Alabama  
LOT 47, ACCORDING TO THE SURVEY OF SANDPIPER TRAIL SUBDIVISION, SECTOR II, AS  
RECORDED IN MAP BOOK 12, PAGE 44, 45, 46 AND 47, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

**SCHEDULE B**

FIRST LIEN MORTGAGE: GMAC MORTGAGE IN THE AMOUNT OF \$96,716.00, DATED 07/01/1999.

MORTGAGOR: DOYLE H STEWART, JR.

*Doyle H Stewart Jr*  
DOYLE H STEWART, JR.

MORTGAGOR:

MORTGAGOR: THERESA H STEWART

*Theresa H Stewart*  
THERESA H STEWART

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: DOYLE H STEWART, JR.

*Doyle H Stewart Jr*  
DOYLE H STEWART, JR.

BORROWER:

BORROWER: THERESA H STEWART

*Theresa H Stewart*  
THERESA H STEWART

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *J R Armistead*  
J R ARMISTEAD  
LOAN OFFICER

State of Alabama )  
County of Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Doyle H. Stewart, Jr. & Theresa H. Stewart 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 30th day of Aug. 2004  
(Notarial Seal)

MY COMMISSION EXPIRES AUGUST 5, 2004

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 \_\_\_\_\_ 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

Inst # 2001-41612

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER

09/26/2001-41612  
12:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CH 209.00