

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

MODIFICATION AND EXTENSION  
OF PROMISSORY NOTE/MORTGAGE

Inst # 2002-14989  
01/31/2002-14989  
10:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CH 92.00

|                                                                           |                           |                                                                  |                           |
|---------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------|---------------------------|
| <b>BORROWER</b><br>CHERYL DAVIDSON<br>RUSSELL DAVIDSON                    |                           | <b>MORTGAGOR</b><br>CHERYL DAVIDSON & SPOUSE<br>RUSSELL DAVIDSON |                           |
| <b>ADDRESS</b><br>905 MASTERS LANE<br>BIRMINGHAM, AL 35244                |                           | <b>ADDRESS</b><br>905 MASTERS LANE<br>BIRMINGHAM, AL 35244       |                           |
| <b>TELEPHONE NO.</b>                                                      | <b>IDENTIFICATION NO.</b> | <b>TELEPHONE NO.</b>                                             | <b>IDENTIFICATION NO.</b> |
| <b>ADDRESS OF REAL PROPERTY:</b> 905 MASTERS LANE<br>BIRMINGHAM, AL 35244 |                           |                                                                  |                           |

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 5th day of February, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On April 24, 2001, 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 Fifty Thousand and no/100 Dollars, 50,000.00.

which Note is secured by a mortgage ("Mortgage") dated April 24, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on BOOK/PAGE NOT GIVEN in the records of the OFFICE OF PROBATE SHELBY COUNTY 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 05, 2037, 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 05, 2002, the unpaid principal balance due under the Note was \$ 100,000.00, 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 5, 2002 THE MORTGAGE LOAN AMOUNT INCREASED FROM \$50,000 TO \$100,000.**

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.

**SCHEDULE A**

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

LOT 70, ACCORDING TO THE SURVEY OF HEATHERWOOD 4TH SECTOR, 1ST ADDITION, AS  
RECORDED IN MAP BOOK 11, PAGES 32 AND 33, IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA.

**SCHEDULE B**

FIRST LIEN MORTGAGE: AAMG IN THE AMOUNT OF \$367,000 DATED JANUARY 2001.

MORTGAGOR: CHERYL DAVIDSON

MORTGAGOR: RUSSELL DAVIDSON

*Cheryl Davidson*  
CHERYL DAVIDSON

*Russell Davidson*  
RUSSELL DAVIDSON

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: CHERYL DAVIDSON

BORROWER: RUSSELL DAVIDSON

*Cheryl Davidson*  
CHERYL DAVIDSON

*Russell Davidson*  
RUSSELL DAVIDSON

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Stacey Ducote*  
STACEY DUCOTE  
LOAN ORIGINATOR

State of Alabama )  
County of *Shelby* )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that *Cheryl Davidson & Russell Davidson*  
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 *5th* day of *February* *2002*  
(Notarial Seal) *Stacey Ducote*

Notary Public

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 \_\_\_\_\_, a  
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 # 2002-14989

THIS DOCUMENT WAS PREPARED BY: M. CARRUTH AN EMPLOYEE OF COMPASS BANK  
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

04/01/2002-14989  
10:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CH 92.00