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

### MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<b>BORROWER</b> ROBERT L NAUERT GWYNNE B NAUERT		<b>MORTGAGOR</b> ROBERT L NAUERT AND WIFE, GWYNNE B NAUERT	
<b>ADDRESS</b> 3208 STARLAKE DRIVE BIRMINGHAM, AL 35226		<b>ADDRESS</b> 3208 STARLAKE DRIVE BIRMINGHAM, AL 35226	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
<b>ADDRESS OF REAL PROPERTY:</b> 3208 STARLAKE DRIVE BIRMINGHAM, AL 35226			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 18th day of April, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On January 26, 2000, 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 January 26, 2000, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on February 01, 2000 at BOOK #20001 PAGE #9923 in the records of the PROBATE OFFICE OF JEFFERSON 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 April 18, 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 April 18, 2002, the unpaid principal balance due under the Note was \$ 80,000.00, 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 04-18-2002 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$80,000.00 FROM 50,000.00**

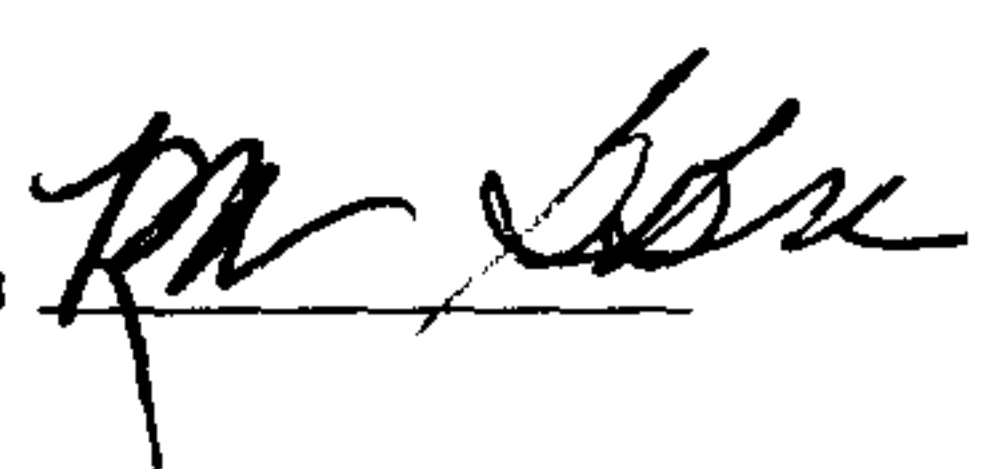
C. Additional Representations, Warranties and Agreements.

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.

**SCHEDULE A**

The following described real property located in the County of SHELBY JEFFERSON, State of Alabama:  
**LOT 20, ACCORDING TO THE SURVEY OF STAR LAKE, AS RECORDED IN MAP BOOK 59, PAGE 42  
IN THE PROBATE OFFICE OF THE JEFFERSON COUNTY, ALABAMA.**

**SCHEDULE B**



MORTGAGOR: ROBERT L NAUERT

MORTGAGOR: GWYNNE B NAUERT

*Robert L. Nauert*  
ROBERT L NAUERT

*Gwynne B. Nauert*  
GWYNNE B NAUERT

MORTGAGOR:

MORTGAGOR:

20020520000237060 Pg 3/3 137.00  
Shelby Cnty Judge of Probate, AL  
05/20/2002 12:30:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: ROBERT L NAUERT

BORROWER: GWYNNE B NAUERT

*Robert L. Nauert*  
ROBERT L NAUERT

*Gwynne B. Nauert*  
GWYNNE B NAUERT

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Michael Floyd*  
MICHAEL FLOYD  
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 *Robert L. Nauert & Gwynne B. Nauert* whose name(s) is/are signed to the foregoing instrument and who is/are

(Notarial Seal)

*April 18, 2002*  
*Stacy M. Reed*

MY COMMISSION EXPIRES OCTOBER 23, 2004

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

THIS DOCUMENT WAS PREPARED BY: KEVIN BURRUS, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

*Kevin Burrus*