



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

**MODIFICATION AND EXTENSION
 OF PROMISSORY NOTE/MORTGAGE**

77-2000163383

01514

BORROWER JAMES BRANDT MARIA G BRANDT		MORTGAGOR JAMES BRANDT, A/K/A JAMES R. BRANDT AND WIFE MARIA G BRANDT	
ADDRESS 3121 HARWICK DRIVE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.		ADDRESS 3121 HARWICK DRIVE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.	
ADDRESS OF REAL PROPERTY: 3121 HARWICK DRIVE BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 29th 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 July 21, 1993, 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 Ninety Five Thousand and no/100 Dollars (\$ 95,000.00), which Note is secured by a mortgage ("Mortgage") dated July 21, 1993, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on July 02, 2001 at BOOK 2001-PAGE 27060 in the records of the PROBATE OFFICE 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 April 29, 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 29, 2002, the unpaid principal balance due under the Note was \$ 115,000.00, 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 04/29/2002, THE MORTGAGE AMOUNT WAS INCREASED FROM \$95,000.00 TO \$ 115,000.00

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, State of Alabama:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE CITY OF BIRMINGHAM, COUNTY OF SHELBY, AND STATE OF ALABAMA, TO WIT:

LOT 20, ACCORDING TO THE MAP AND SURVEY OF ALTADENA WOODS, 3RD SECTOR AS RECORDED ON MAP BOOK 1, PAGE 7, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BY FEE SIMPLE DEED FROM VISION HOMES, INC. AS SET FORTH IN DEED BOOK 198, PAGE 543, RECORDED 08/09/1988, SHELBY COUNTY RECORDS.

SCHEDULE B

1ST LIEN MORTGAGE: 129,000.00 DATED 11/93.

MORTGAGOR: JAMES BRANDT

MORTGAGOR: MARIA G BRANDT

JAMES BRANDT

MARIA G BRANDT

MORTGAGOR:

MORTGAGOR:

20020528000249980 Pg 3/3 190.50
Shelby Cnty Judge of Probate, AL
05/28/2002 15:00:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: JAMES BRANDT

BORROWER: MARIA G BRANDT

JAMES BRANDT

MARIA G BRANDT

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Brenda Terry*
BRENDA TERRY
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 James Brandt Maria G. Brandt

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 29 day of April, 2002

(Notarial Seal)

Elizabeth H. Bell
Notary Public

MY COMMISSION EXPIRES FEBRUARY 2, 2003

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

THIS DOCUMENT WAS PREPARED BY: LISA SMITH 100 GREENSPRINGS HWY; BHAM, AL 35209 COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.