

777.00



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

### MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<b>BORROWER</b> JON D HOLMES JACQUELINE A HOLMES		<b>MORTGAGOR</b> JON D HOLMES, AND SPOUSE JACQUELINE A HOLMES	
<b>ADDRESS</b> 1840 STONE BROOK LANE BIRMINGHAM, AL 35242		<b>ADDRESS</b> 1840 STONE BROOK LANE BIRMINGHAM, AL 35242	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>
<b>ADDRESS OF REAL PROPERTY:</b> 1840 STONE BROOK LANE BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 12th day of February, 2003, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On August 02, 1995, 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 Three Thousand One Hundred Fifty and no/100 Dollars 23,150.00 which Note is secured by a mortgage ("Mortgage") dated August 02, 1995, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on August 10, 1995 at BOOK 1995/PAGE 21812 in the records of the SHELBY CO AL 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 12, 2038, 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 12, 2003, the unpaid principal balance due under the Note was \$ 40,000.00, 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 2/12/2003 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$40,000.00 FROM \$23,150.00.**

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** :  
**LOT 10-B, ACCORDING TO THE MAP OF THE COTTAGES OF BROOK HIGHLAND, AS RECORDED IN  
MAP BOOK 16, PAGE 129, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**SCHEDULE B**

**1ST LIEN MORTGAGE: BANK OF AMERICA IN THE AMOUNT OF \$98,000.00 DATED 5/28/1993.**

MORTGAGOR: JON D HOLMES

MORTGAGOR: JACQUELINE A HOLMES

*[Signature]*  
JON D HOLMES

*[Signature]*  
JACQUELINE A HOLMES

MORTGAGOR:

MORTGAGOR:

20030221000110030 Pg 3/3 77.00  
Shelby Cnty Judge of Probate, AL  
02/21/2003 13:35:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: JON D HOLMES

BORROWER: JACQUELINE A HOLMES

*[Signature]*  
JON D HOLMES

*[Signature]*  
JACQUELINE A HOLMES

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *[Signature]*  
JACK R ARMISTEAD  
LOAN OFFICER

*Alabama*  
*deHersan*

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jon D. and Jacqueline A. Holmes whose name(s) is/are signed to the foregoing instrument and

12th Day of Feb. 2003  
*[Signature]*  
MY COMMISSION EXPIRES AUGUST 5, 2004

(Notarial Seal)

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: COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.