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After Recordation Return to:  
✓ COMPASS BANK  
P O BOX 10566  
BIRMINGHAM AL 35296

### MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<p style="text-align: center;"><b>BORROWER</b></p> <p>RANDAL L. DAVENPORT TERESA D. DAVENPORT</p>    <p style="text-align: center;"><b>ADDRESS</b></p> <p>4709 SANDPIPER LANE BIRMINGHAM, AL 35244</p> <p>TELEPHONE NO.      IDENTIFICATION NO.</p>	<p style="text-align: center;"><b>MORTGAGOR</b></p> <p>RANDAL L. DAVENPORT TERESA D. DAVENPORT, HUSBAND AND WIFE</p>    <p style="text-align: center;"><b>ADDRESS</b></p> <p>4709 SANDPIPER LANE BIRMINGHAM, AL 35244</p> <p>TELEPHONE NO.      IDENTIFICATION NO.</p>
<p>ADDRESS OF REAL PROPERTY: LOT 7, CASHATT TRAIL BIRMINGHAM, AL 35244</p>	

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

A. On February 11, 2002, 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 Four Thousand and no/100 Dollars (\$ 54,000.00), which Note is secured by a mortgage ("Mortgage") dated February 11, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on February 14, 2002 at INST. #2002-07808 in the records of the JUDGE OF PROBATE 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 11, 2003, 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 May 15, 2003, the unpaid principal balance due under the Note was \$ 54,000.00, and the accrued and unpaid interest on that date was \$ 0.00. The new repayment terms are as follows:

**A single payment of the unpaid principal balance plus accrued interest is due and payable on August 11, 2003.**

2. ADDITIONAL MODIFICATIONS.

The Note and Mortgage are further modified as follows:

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 7, HEATHERWOOD 8TH SECTOR, PHASE I, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, IN MAP BOOK 16, PAGE 118.**

**SCHEDULE B**

MORTGAGOR: RANDAL L. DAVENPORT

MORTGAGOR: TERESA D. DAVENPORT

*Randal L. Davenport*  
RANDAL L. DAVENPORT  
MORTGAGOR:

*Teresa D. Davenport*  
TERESA D. DAVENPORT  
MORTGAGOR:

20030612000370450 Pg 3/3 98.00  
Shelby Cnty Judge of Probate, AL  
06/12/2003 13:08:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: RANDAL L. DAVENPORT

BORROWER: TERESA D. DAVENPORT

*Randal L. Davenport*  
RANDAL L. DAVENPORT  
BORROWER:

*Teresa D. Davenport*  
TERESA D. DAVENPORT  
BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Jeff Latham*  
JEFF LATHAM  
RELATIONSHIP MANAGER

*Jefferson* )  
\_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that *Randal L Davenport and Teresa D Davenport*  
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before

(Notarial Seal) 15 May 2003  
*Priscilla M McDaniel*  
10-28-03

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.