



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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

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| <p style="text-align: center;">BORROWER</p> <p>JAMES R BRANDT MARIA G BRANDT</p> | <p style="text-align: center;">MORTGAGOR</p> <p>JAMES R BRANDT, AND SPOUSE MARIA G BRANDT</p> |
| <p style="text-align: center;">ADDRESS</p> <p>3121 HARWICK DRIVE BIRMINGHAM, AL 35242</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p> | <p style="text-align: center;">ADDRESS</p> <p>3121 HARWICK DRIVE BIRMINGHAM, AL 35242</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p> |
| <p>ADDRESS OF REAL PROPERTY: 3121 HARWICK DRIVE BIRMINGHAM, AL 35242</p> | |

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 9th day of July, 2003, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On August 29, 1999, 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 One Hundred Fifty Thousand and no/100 Dollars (\$ 150,000.00), which Note is secured by a mortgage ("Mortgage") dated August 29, 1999, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on September 17, 1999 at INSTRUMENT # 20030303000125650 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 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 July 09, 2003, the unpaid principal balance due under the Note was \$ 115,777.38, 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 JULY 9, 2003 THE LINE AMOUNT WAS DECREASED TO \$50,000.00 FROM \$150,000.00. LINE # 5456562000163383 DATED 8/28/1999 WITH AN OUTSTANDING BALANCE OF \$115,777.38 AS OF 7/9/2003.

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.

MB

SCHEDULE A

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

Lot 20, according to the Map and Survey of Altadena Woods, 3rd Sector, as recorded in Map Book 11, Page 7, in the Probate Office of Shelby County, Alabama.

SCHEDULE B

FIRST LIEN MORTGAGE: Compass Bank **IN THE AMOUNT OF \$** 128,000.00
DATED July 09, 2003.

 MLB

MORTGAGOR: JAMES R BRANDT

MORTGAGOR: MARIA G BRANDT

[Signature]
JAMES R BRANDT
MORTGAGOR:

[Signature]
MARIA G BRANDT
MORTGAGOR:

20030715000446730 Pg 3/3 18.00
Shelby Cnty Judge of Probate, AL
07/15/2003 10:40:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: JAMES R BRANDT

BORROWER: MARIA G BRANDT

[Signature]
JAMES R BRANDT
BORROWER:

[Signature]
MARIA G BRANDT
BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By:

[Signature]
Assistant Vice President
Banking Center Manager

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James R. Brandt and spouse, 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 9th day of July, 2003.

(Notarial Seal)

[Signature]

Notary Public

My Commission Expires May 21, 2004

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brenda C. Bole

whose name(s) as Assistant Vice President of Compass Bank corporation 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 she and with full authority, executed the same voluntarily for and as the act of said corporation

Given under my hand and official seal this 9th day of July, 2003.

(Notarial Seal)

[Signature]

Notary Public

My Commission Expires: February 20, 2005

THIS DOCUMENT WAS PREPARED BY: DARLENE SHELBY, COMPASS BANK 401 W VALLEY AVE HOMEWOOD, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

[Signature] TMB