

20040130000051020 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
01/30/2004 13:36:00 FILED/CERTIFIED

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

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

BORROWER		MORTGAGOR	
BRENDA HUNTER ALLEN DREW HUNTER		BRENDA HUNTER, AND HUSBAND ALLEN DREW HUNTER	
ADDRESS		ADDRESS	
7718 WYNDHAM CIRCLE HELENA, AL 35080		7718 WYNDHAM CIRCLE HELENA, AL 35080	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 7718 WYNDHAM CIRCLE HELENA, AL 35080			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 14th day of January, 2004, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On February 15, 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 Eighteen Thousand and no/100 Dollars (\$ 18,000.00), which Note is secured by a mortgage ("Mortgage") dated February 15, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on April 01, 2002 at book 2002 page # 14972 in the records of the 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 _____, 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 _____, the unpaid principal balance due under the Note was \$ _____, and the accrued and unpaid interest on that date was \$ _____. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

☒ The Note and Mortgage are further modified as follows:
EFFECTIVE JANUARY 14, 2004 THE AMOUNT ON ACCOUNT # 5456562100171708 DATED 2/15/2002 I/A/O \$ 18,000.00 WILL BE DECREASED FROM \$18,000.00 TO \$14,500.00 THIS LINE HAS AN OUTSTANDING BAL OF \$ 11,380.52 AS OF JANUARY 14, 2004.

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 35, ACCORDING TO THE SURVEY OF AMENDED MAP OF WYNDHAM BEDFORD SECTOR AS
RECORDED IN MAP VOLUME 23, PAGE 10 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY
COUNTY, ALABAMA.

SCHEDULE B

MORTGAGOR: BRENDA HUNTER

MORTGAGOR: ALLEN DREW HUNTER

BRENDA HUNTER

ALLEN DREW HUNTER

MORTGAGOR:

MORTGAGOR:

20040130000051020 Pg 3/3 18.00
Shelby Cnty Judge of Probate, AL
01/30/2004 13:36:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: BRENDA HUNTER

BORROWER: ALLEN DREW HUNTER

BRENDA HUNTER

ALLEN DREW HUNTER

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: Libby Byrd
LIBBY BYRD
LOAN OFFICER

State of Alabama)
County Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brenda Hunter
and Allen Drew Hunter
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before

Libby Byrd 14th day of Jan. 2004
(Notarial Seal) MY COMMISSION EXPIRES APRIL 8, 2007

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____
whose name(s) as _____
of _____, a
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: VICKIE NORWOOD, 401 W VALLEY AVE BHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.