

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

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER	MORTGAGOR
KENNETH D. FUQUA JANICE M. FUQUA	KENNETH D. FUQUA JANICE M. FUQUA, HUSBAND AND WIFE
ADDRESS 4116 ASHINGTON DRIVE BIRMINGHAM, AL 35242	ADDRESS 4116 ASHINGTON DRIVE BIRMINGHAM, AL 35242
TELEPHONE NO. IDENTIFICATION NO.	TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 4116 ASHINGTON DRIVE BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 19th day of February, 2004, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233

A. On March 31, 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 Two Hundred Seventy Thousand and no/100 Dollars (\$ 270,000.00),

which Note is secured by a mortgage ("Mortgage") dated March 31, 1993, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on April 05, 1993 at INST #1993-09059 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: **EXTEND MATURITY DATE.**

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 193, ACCORDING TO THE SURVEY OF BROOK HIGHLAND -AN EDDLEMAN COMMUNITY , 6TH  
SECTOR 1ST PHASE, AS RECORDED IN MAP BOOK 14, PAGE 83 A & B, IN THE PROBATE OFFICE  
OF SHELBY COUNTY, ALABAMA.

**SCHEDULE B**

MORTGAGOR: KENNETH D. FUQUA

Kenneth D. Fuqua  
KENNETH D. FUQUA

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: KENNETH D. FUQUA

Kenneth D. Fuqua  
KENNETH D. FUQUA

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: JANICE M. FUQUA

Janice M. Fuqua  
JANICE M. FUQUA

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: JANICE M. FUQUA

Janice M. Fuqua  
JANICE M. FUQUA

BORROWER:

BORROWER:

BORROWER:

20040301000103970 Pg 3/3 422.00  
Shelby Cnty Judge of Probate, AL  
03/01/2004 10:42:00 FILED/CERTIFIED

LENDER: Compass Bank

By: Gary Bishop  
GARY BISHOP  
VICE PRESIDENT

State of Alabama )

County of Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kenneth D. Fuqua

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 19<sup>th</sup> day of February, 2004  
(Notarial Seal) Travis C. Giddens

Notary Public

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 \_\_\_\_\_, 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

MY COMMISSION EXPIRES FEBRUARY 14, 2005

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.