

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

Shelby, AL
66.84

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

372823
77-435576000043082 84

BORROWER WILLIAM E PORTER ANN BRUCE PORTER	MORTGAGOR WILLIAM E PORTER, AND SPOUSE ANN B PORTER, A/K/A ANN BRUCE PORTER
ADDRESS 2021 SHAGBARK RD BIRMINGHAM, AL 35244 TELEPHONE NO. IDENTIFICATION NO.	ADDRESS 2021 SHAGBARK RD BIRMINGHAM, AL 35244 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 2021 SHAGBARK RD BIRMINGHAM, AL 35244	

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

A. On August 18, 2003, 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 Two Thousand and no/100 Dollars (\$ 22,000.00), which Note is secured by a mortgage ("Mortgage") dated August 18, 2003, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on September 09, 2003 at INSTRUMENT NO. 20030909000501520 in the records of the SHELBY COUNTY 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 _____, 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 03-15-2004 LOAN MORTGAGE AMOUNT WAS INCREASED FROM \$22,000.00 TO \$32,560.00.

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 827, ACCORDING TO THE SURVEY OF FIFTEENTH ADDITION TO RIVERCHASE COUNTRY CLUB,
AS RECORDED IN MAP BOOK 8, PAGE 168, IN THE OFFICE OF THE JUDGE OF PROBATE OF
SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: CASTLE MORTGAGE CORP. IN THE AMOUNT OF \$183,200.00 DATED
08-04-2003.

MORTGAGOR: WILLIAM E PORTER

MORTGAGOR: ANN BRUCE PORTER

WILLIAM E PORTER

ANN BRUCE PORTER

MORTGAGOR:

MORTGAGOR:

20040326000156190 Pg 3/3 65.90
Shelby Cnty Judge of Probate, AL
03/26/2004 11:50:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: WILLIAM E PORTER

BORROWER: ANN BRUCE PORTER

WILLIAM E PORTER

ANN BRUCE PORTER

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: CMiles
CHUCK MILES
LOAN OFFICER

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William E Porter
& Ann Bruce Porter
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 65th day of March, 04.
(Notarial Seal) Samantha A Mauder
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

THIS DOCUMENT WAS PREPARED BY: URAINAH GLIDEWELL, 401 W. VALLEY AVE., HOMEWOOD, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.