

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

MODIFICATION AND EXTENSION  
OF PROMISSORY NOTE/MORTGAGE

<b>BORROWER</b> D. SHANE KELLY JENNIFER KELLY		<b>MORTGAGOR</b> D. SHANE KELLY JENNIFER KELLY, HUSBAND AND WIFE	
<b>ADDRESS</b> 507 STEWARDS GLEN BIRMINGHAM, AL 35242		<b>ADDRESS</b> 507 STEWARDS GLEN BIRMINGHAM, AL 35242	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>

**ADDRESS OF REAL PROPERTY:** 507 STEWARDS GLEN  
BIRMINGHAM, AL 35242

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 4th 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 November 03, 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 Thirty Thousand and no/100 Dollars (\$ 30,000.00), which Note is secured by a mortgage ("Mortgage") dated November 03, 2003, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on December 11, 2003 at BOOK & PAGE 20031211000799730 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 November 03, 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 March 04, 2004, the unpaid principal balance due under the Note was \$ 10,007.48, 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:  
**INCREASE MORTGAGE FROM \$30,000.00 TO \$46,000.00.**

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 416, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY 4TH SECTOR, AS RECORDED IN MAP BOOK 28, PAGE 41, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**SCHEDULE B**

**FIRST LIEN: COMPASS BANK \$530,000.00**

MORTGAGOR: D. SHANE KELLY

D. SHANE KELLY

MORTGAGOR:

MORTGAGOR: JENNIFER KELLY

JENNIFER KELLY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

20040408000181400 Pg 3/3 86.00  
Shelby Cnty Judge of Probate, AL  
04/08/2004 10:15:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

BORROWER: D. SHANE KELLY

D. SHANE KELLY

BORROWER:

BORROWER: JENNIFER KELLY

JENNIFER KELLY

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: JACK ARMISTEAD  
VICE PRESIDENT

Alabama )  
Jefferson City )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that D. Shane Kelly and Jennifer Kelly  
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before

(Notarial Seal)

4th Day of March 2004  
Notary Seal

NOTARY PUBLIC - JEFFERSON COUNTY, ALABAMA

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.