



After Recordation Return to:  
 Compass Bank  
 P O Box 10566  
 Birmingham, Al 35233

Shelby, AL

\$ 182.00

**MODIFICATION AND EXTENSION  
 OF MORTGAGE**

364150

47-4355760000 ~~132987~~

<b>BORROWER</b> MARK A BUCKNER		<b>MORTGAGOR</b> MARK A BUCKNER, AND SPOUSE BETH A BUCKNER	
ADDRESS 142 KATY CIRCLE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.		ADDRESS 142 KATY CIRCLE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.	
ADDRESS OF REAL PROPERTY: 142 KATY CIRCLE BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 22nd 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 July 23, 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 Fifty Thousand and no/100 Dollars (\$ 50,000.00), which Note is secured by a mortgage ("Mortgage") dated July 23, 2003, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on August 11, 2003 at INSTRUMENT # 20030811000526750 in the records of the SHELBY COUNTY RECORDERS OFFICE 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 March 22, 2039, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly.

2. ADDITIONAL MODIFICATIONS.

The Note and Mortgage are further modified as follows:

**EFFECTIVE MARCH 22, 2004 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$110,000.00 FROM \$50,000.00**

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

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BIRMINGHAM, COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

LOT 39, ACCORDING TO THE SURVEY OF THE CEDARS, AS RECORDED IN MAP BOOK 25, PAGE 134, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TAX ID # 09-3-07-0-008-039.000

BY FEE SIMPLE DEED FROM HARBAR CONSTRUCTION COMPANY AS SET FORTH IN DEED INSTRUMENT NO. 20021114000569450 AND RECORDED 11/14/2002, SHELBY COUNTY RECORDS.

SCHEDULE B

MORTGAGOR: MARK A BUCKNER

MORTGAGOR: BETH A BUCKNER

MARK A BUCKNER

BETH A BUCKNER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

LENDER: Compass Bank

By: Lynn Isbell  
LOAN OFFICER AL-BI-IN-BCH

THIS DOCUMENT WAS PREPARED BY: VICKIE NORWOOD, 401 W VALLEY AVE BHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

**ADDITIONAL ACKNOWLEDGMENTS**

20040419000201900 Pg 3/3 182.00  
Shelby Cnty Judge of Probate, AL  
04/19/2004 13:48:00 FILED/CERTIFIED

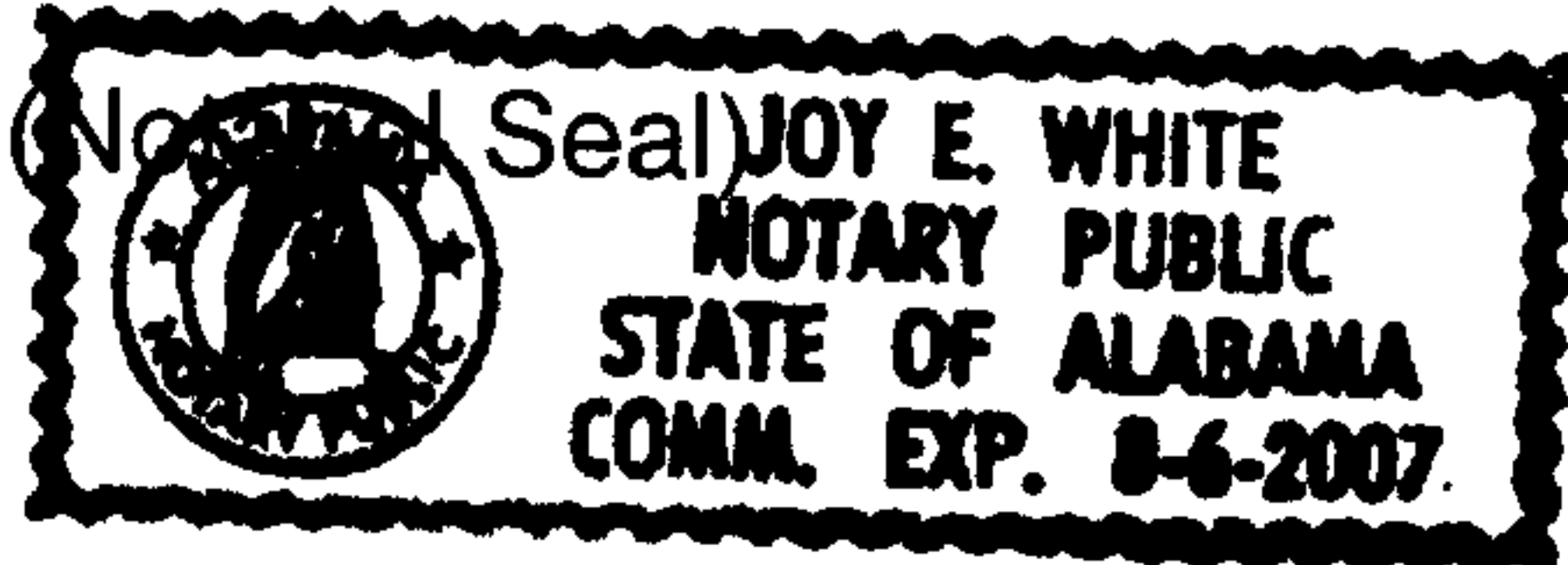
INDIVIDUAL

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that  
Mark Buckner and Beth Buckner

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 22<sup>nd</sup> day of March, 2004.



Joy E White  
Notary Public

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

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

CORPORATE/PARTNERSHIP

STATE OF ALABAMA )  
\_\_\_\_\_ COUNTY )

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

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