

129.50
shelby

20040528000285890 Pg 1/3 129.50
Shelby Cnty Judge of Probate, AL
05/28/2004 10:11:00 FILED/CERTIFIED

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

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

624819
17-4355760000+6/630

<p style="text-align: center;">BORROWER</p> <p>CECIL S NEPOMUCENO, MD EDNA M NEPOMUCENO</p> <p style="text-align: center;">ADDRESS</p> <p>1070 COUNTRY CLUB CIRCLE HOOVER, AL 35244</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>	<p style="text-align: center;">MORTGAGOR</p> <p>CECIL S NEPOMUCENO, AND WIFE, EDNA M NEPOMUCENO</p> <p style="text-align: center;">ADDRESS</p> <p>1070 COUNTRY CLUB CIRCLE HOOVER, AL 35244</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>
---	---

ADDRESS OF REAL PROPERTY: 1070 COUNTRY CLUB CIRCLE
HOOVER, AL 35244

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 5th day of May, 2004, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On December 16, 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 December 16, 2003, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on December 17, 2003 at INSTRUMENT 20031217000810860 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 December 01, 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 May 05, 2004, the unpaid principal balance due under the Note was \$ 35,004.77, 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:
EFFECTIVE 5/5/2004, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$75,000.00 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
LOT 3414 ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, THIRTY FOURTH ADDITION
AS RECORDED IN MAP BOOK 15, PAGE 32 IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

SCHEDULE B

1ST LIEN MORTGAGE: COMPASS IN THE AMOUNT OF \$342,000.00D DATED 07/03.

MORTGAGOR: CECIL S NEPOMUCENO, MD

MORTGAGOR: EDNA M NEPOMUCENO

Cecil S. Nepomuceno

Edna M. Nepomuceno

CECIL S NEPOMUCENO, MD

EDNA M NEPOMUCENO

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

20040528000285890 Pg 3/3 129.50
Shelby Cnty Judge of Probate, AL
05/28/2004 10:11:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

BORROWER: CECIL S NEPOMUCENO, MD

BORROWER: EDNA M NEPOMUCENO

Cecil S. Nepomuceno

Edna M. Nepomuceno

CECIL S NEPOMUCENO, MD

EDNA M NEPOMUCENO

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Jennifer L Barnett*
JENNIFER L BARNETT
LOAN ORIGINATOR

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Cecil S. Nepomuceno and Edna M. Nepomuceno 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 05th day of May, 2004
(Notarial Seal) *Jennifer L Barnett*
MY COMMISSION EXPIRES APRIL 21, 2007 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 _____ 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: JENNIFER FINCH 401 W VALLEY AVE BIRMINGHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.