



Shelby, AL
 \$4750

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

77-4355760000368011

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<p>BORROWER WALTER MATTIX MEG H MATTIX</p>	<p>MORTGAGOR WALTER MATTIX, AKA WALTER E MATTIX AND SPOUSE MEG H MATTIX, AKA MEG E MATTIX</p>
<p>ADDRESS 2813 PAHOKEE TRACE BIRMINGHAM, AL 35243</p>	<p>ADDRESS 2813 PAHOKEE TRACE BIRMINGHAM, AL 35243</p>
<p>TELEPHONE NO. IDENTIFICATION NO.</p>	<p>TELEPHONE NO. IDENTIFICATION NO.</p>
<p>ADDRESS OF REAL PROPERTY: 2813 PAHOKEE TRACE BIRMINGHAM, AL 35243</p>	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 17th 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 July 31, 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 Eight Thousand and no/100 Dollars (\$ 38,000.00), which Note is secured by a mortgage ("Mortgage") dated July 31, 2003, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on August 25, 2003 at INST# 20030825000562650 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 July 31, 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 17, 2004, the unpaid principal balance due under the Note was \$ 57,000.00, 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 MAY 17, 2004 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$57,000.00 FROM \$38,000.00

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.

[Signature]
 Page 1 of 3

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama:

LOT 40, ACCORDING TO THE SURVEY OF SHELBY COUNTY SECTOR OF SECOND SECTOR, ALTADENA BEND, AS RECORDED IN MAP BOOK 5, PAGE 131, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

NONE

ms/mm

MORTGAGOR: WALTER MATTIX

Walter Mattix

WALTER MATTIX

MORTGAGOR:

MORTGAGOR: MEG H MATTIX

Meg H Mattix

MEG H MATTIX

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: WALTER MATTIX

WALTER MATTIX

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BORROWER: MEG H MATTIX

MEG H MATTIX

BORROWER:

BORROWER:

BORROWER:

20040609000311780 Pg 3/3 45.50
Shelby Cnty Judge of Probate, AL
06/09/2004 12:53:00 FILED/CERTIFIED

LENDER: Compass Bank

By: *Janelle Sias*
JANELLA SIAS
ORIGINATOR

Alabama
Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Walter Mattix and Meg H. Mattix whose name(s) is/are signed to the foregoing instrument and who

(Notarial Seal)

Alabama
Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Walter Mattix and Meg H. Mattix 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 17th day of May 2004.

(Notarial Seal)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 9, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Christ J
Notary Public

THIS DOCUMENT WAS PREPARED BY: LADONNA MULLEN, 401 W VALLEY AVE, BHAM AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

Ladonna Mullen