

After Recordation Return to:

COMPASS BANK
P. O. BOX 10343
BIRMINGHAM, AL 35203

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

<i>Shelby, \$ 216.20</i>		<i>4355760000614471</i>	
BORROWER DAVID O BRAND GRACE M BRAND		MORTGAGOR DAVID O BRAND, AND WIFE GRACE M BRAND	
ADDRESS 3529 CHIPPENHAM DR BIRMINGHAM, AL 35242		ADDRESS 3529 CHIPPENHAM DR BIRMINGHAM, AL 35242	
TELEPHONE NO.		TELEPHONE NO.	
IDENTIFICATION NO.		IDENTIFICATION NO.	
ADDRESS OF REAL PROPERTY: 3529 CHIPPENHAM DR BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 18th day of June, 2004, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On November 11, 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 One Hundred Thousand and no/100 Dollars (\$ 100,000.00), which Note is secured by a mortgage ("Mortgage") dated November 11, 2003, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on December 08, 2003 at INSTRUMENT #: 20031208000792900 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 November 11, 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 June 18, 2004, the unpaid principal balance due under the Note was \$ 67,248.68, 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 JUNE 18, 2004, THE MORTGAGE LOAN AMOUNT WAS INCREASED FROM \$100,000.00 TO \$232,800.00.

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 SITUATE IN THE CITY OF BIRMINGHAM, COUNTY OF SHELBY, AND STATE OF ALABAMA, TO WIT:

LOT 84, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 3RD SECTOR, AS RECORDED IN MAP BOOK 12, PAGE 64 A&B IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

TAX ID#: 03-9-30-0-002-071.00

BY FEE SIMPLE DEED FROM HOWARD E. RECTOR D/B/A HOWARD RECTOR HOMEBUILDERS AS SET FORTH IN DEED BOOK 219, PAGE 821 AND RECORDED ON 12/29/1988, SHELBY COUNTY RECORDS.

THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.

SCHEDULE B

NONE

MORTGAGOR: DAVID O BRAND

David O Brand
DAVID O BRAND

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: DAVID O BRAND

David O Brand
DAVID O BRAND

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: GRACE M BRAND

Grace M. Brand
GRACE M BRAND

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: GRACE M BRAND

Grace M. Brand
GRACE M BRAND

BORROWER:

BORROWER:

BORROWER:

20040706000368440 Pg 3/3 216.20
Shelby Cnty Judge of Probate, AL
07/06/2004 09:35:00 FILED/CERTIFIED

LENDER: Compass Bank

By: Jennifer Schoel
JENNIFER SCHOEL
LOAN OFFICER

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David O. Brand
and Grace M. Brand

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 18th day of June, 2004
(Notarial Seal) Jennifer Schoel
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: VERONICA LAWS, 401 W. VALLEY AVE., BIRMINGHAM, AL 35209
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.