



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

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<p style="text-align: center;"><b>BORROWER</b></p> <p>CHARLES D. WARREN, TRUSTEE OF THE          WARREN FAMILY TRUST          DURINDA N. WARREN, TRUSTEE OF THE          WARREN FAMILY TRUST</p> <p style="text-align: center;">ADDRESS</p> <p>1 VICTORY LANE          STERRETT, AL 35147</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>	<p style="text-align: center;"><b>MORTGAGOR</b></p> <p>CHARLES D. WARREN, TRUSTEE OF THE          WARREN FAMILY TRUST          DURINDA N. WARREN, TRUSTEE OF THE          WARREN FAMILY TRUST</p> <p style="text-align: center;">ADDRESS</p> <p>1 VICTORY LANE          STERRETT, AL 35147</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>
<p>ADDRESS OF REAL PROPERTY: 1 VICTORY LANE          STERRETT, AL 35147</p>	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 13th 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 November 30, 2001, 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 Ten Thousand and no/100 Dollars (\$ 110,000.00), which Note is secured by a mortgage ("Mortgage") dated November 30, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on December 12, 2001 at INSTRUMENT #2001-54402 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 30, 2036, 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 13, 2004, the unpaid principal balance due under the Note was \$ 98,641.97, 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 13, 2004, MORTGAGE IS BEING INCREASED FROM \$110,000.00 TO \$350,000.00.**

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 :  
**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.**

**SCHEDULE B**

MORTGAGOR:

*Charles D. Warren, Trustee*

CHARLES D. WARREN, TRUSTEE OF THE WARREN FAMILY TRUST

MORTGAGOR:

*Charles D. Warren*

CHARLES D. WARREN

MORTGAGOR:

MORTGAGOR:

BORROWER:

*Charles D. Warren, Trustee*

CHARLES D. WARREN, TRUSTEE OF THE WARREN FAMILY TRUST

BORROWER:

*Charles D. Warren*

CHARLES D. WARREN

BORROWER:

BORROWER:

MORTGAGOR:

*Durinda N. Warren, Trustee*

DURINDA N. WARREN, TRUSTEE OF THE WARREN FAMILY TRUST

MORTGAGOR:

*Durinda N. Warren*

DURINDA N. WARREN

MORTGAGOR:

MORTGAGOR:

BORROWER:

*Durinda N. Warren, Trustee*

DURINDA N. WARREN, TRUSTEE OF THE WARREN FAMILY TRUST

BORROWER:

*Durinda N. Warren*

DURINDA N. WARREN

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Kiley Elmore*  
KILEY ELMORE  
RELATIONSHIP MANAGER

State of Alabama )

County of *Jefferson* )

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

*Warren and Durinda N. Warren*

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 *29* day of *June*, *2004*

(Notarial Seal)

*Priscilla M. McNamee*  
*10-28-07*

State of Alabama )

County of *Jefferson* )

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

*Warren and Durinda N. Warren*

whose name(s) as *Trustee* of *Warren Family Trust* 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 *29* day of *June*, *2004*

(Notarial Seal)

*Priscilla M. McNamee*  
Notary Public  
*10-28-07*

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

# **FIRST AMERICAN TITLE INSURANCE COMPANY**

## **COMMITMENT**

### **SCHEDULE C**

### **LEGAL DESCRIPTION**

Issuing Office File No.: T-67881

**Part of the S 1/2 of the SE 1/4 of the NE 1/4 lying South of the Montevallo Road, and the NE 1/4 of the SE 1/4 of Section 23, Township 18 South, Range 1 East, situated in Shelby County, Alabama, and being more particularly described as follows:**

**Beginning at the SW corner of the NE 1/4 of the SE 1/4 of Section 23; thence North 0 degrees 36 minutes 35 seconds East and along the West line of said NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of said Section 23 a distance of 1822.95 feet to the South boundary of an existing chert road; thence North 68 degrees 00 minutes 06 seconds East a distance of 272.39 feet to the beginning of a curve to the right having a radius of 235.00 and a delta of 24 degrees 14 minutes 37 seconds; thence continue along the arc of said curve a distance of 99.44 feet to the end of said curve; thence South 87 degrees 45 minutes 16 seconds East a distance of 120.80 feet; thence leaving said South boundary of said existing chert road on a bearing of South 0 degrees 36 minutes 35 seconds West a distance of 1435.00 feet; thence South 89 degrees 23 minutes 27 seconds East a distance of 155.02 feet; thence South 0 degrees 36 minutes 35 seconds West a distance of 508.32 feet to the South line of said NE 1/4 of the SE 1/4 of said Section 23; thence North 89 degrees 16 minutes 56 seconds West a distance of 624.27 feet to the Point of Beginning.**

**Situated in Shelby County, Alabama.**

20040707000374980 Pg 4/4 545.00  
Shelby Cnty Judge of Probate, AL  
07/07/2004 13:10:00 FILED/CERTIFIED