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After Recordation Return to:
COMPASS BANK
P. O. Box 10566
Birmingham, AL 35233

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

2000-38238
Incl

11/03/2000-38238
10:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
104.00
093 CJ1

BORROWER CARL R FLOCK GEORGIA S FLOCK ADDRESS 5544 DOUBLE OAK LANE BIRMINGHAM, AL 35242 TELEPHONE NO. (205) 980-1728 IDENTIFICATION NO. [REDACTED]	MORTGAGOR CARL R FLOCK & WIFE, GEORGIA S FLOCK ADDRESS 5544 DOUBLE OAK LANE BIRMINGHAM, AL 35242 TELEPHONE NO. (205) 980-1728 IDENTIFICATION NO. [REDACTED]
ADDRESS OF REAL PROPERTY: 5544 DOUBLE OAK LANE BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 30th day of October, 2000 is executed by and between the parties identified above and COMPASS BANK, 15 SOUTH 20 STREET, BIRMINGHAM, AL 35233

A. On June 01, 1998, 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 Forty Eight Thousand and no/100 Dollars (\$ 48,000.00), which Note is secured by a mortgage ("Mortgage") dated June 01, 1998, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on June 12, 1998 at INSTRUMENT #1998/21966 in the records of the PROBATE OFFICE OF 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 October 30, 2035, 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 October 30, 2000, the unpaid principal balance due under the Note was \$ 58,000.00, 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 10/30/2000, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$58,000.00 FROM \$48,000.00.

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.

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SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama
LOT 19, BLOCK 1, ACCORDING TO THE MAP AND SURVEY OF CHEROKEE FOREST, FIRST SECTOR,
AS RECORDED IN MAP BOOK 5, PAGE 17, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: BANK OF AMERICA IN THE AMOUNT OF \$90,000.00 DATED 12/18/95.

MORTGAGOR: CARL R FLOCK

MORTGAGOR: GEORGIA S FLOCK

CARL R FLOCK

GEORGIA S FLOCK

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: CARL R FLOCK

BORROWER: GEORGIA S FLOCK

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Inst # 2000-38238

11/03/2000-38238
10:34 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 CJ1 104.00

LENDER: COMPASS BANK

By: *Linda Ring*
LINDA RING
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 *Carl R Flock + Georgia S Flock* 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 *30th* day of *October*, *2000*

(Notarial Seal)

Linda Ring
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: TARA SEAHORN, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.