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

01329

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<b>BORROWER</b> SAM J CHIARELLA SHIRLEY F GREEN CHIARELLA	<b>MORTGAGOR</b> SAM J CHIARELLA, ANS WIFE SHIRLEY F GREEN CHIARELLA
<b>ADDRESS</b> 1713 FIELDSTONE CR HELENA, AL 35080 <b>TELEPHONE NO.</b> (205) 620-9960 <b>IDENTIFICATION NO.</b>	<b>ADDRESS</b> 1713 FIELDSTONE CR HELENA, AL 35080 <b>TELEPHONE NO.</b> (205) 620-9960 <b>IDENTIFICATION NO.</b>
<b>ADDRESS OF REAL PROPERTY:</b> 1713 FIELDSTONE CR HELENA, AL 35080	

Inst # 2001-26325  
06/26/2001-26325  
11:56 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 HB 77.00

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 11th day of May, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On September 27, 1996, 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 Eighteen Thousand Five Hundred and no/100

Dollars (\$ 18,500.00 ),

which Note is secured by a mortgage ("Mortgage") dated September 27, 1996, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on October 04, 1996 at INST #1996-33108 in the records of the PROBATE OF JEFFERSON COUNTY of JEFFERSON 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 May 11, 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 11, 2001, the unpaid principal balance due under the Note was \$ 40,000.00, 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 5/11/01 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$40,000.00 FROM \$18,500.00.**

### 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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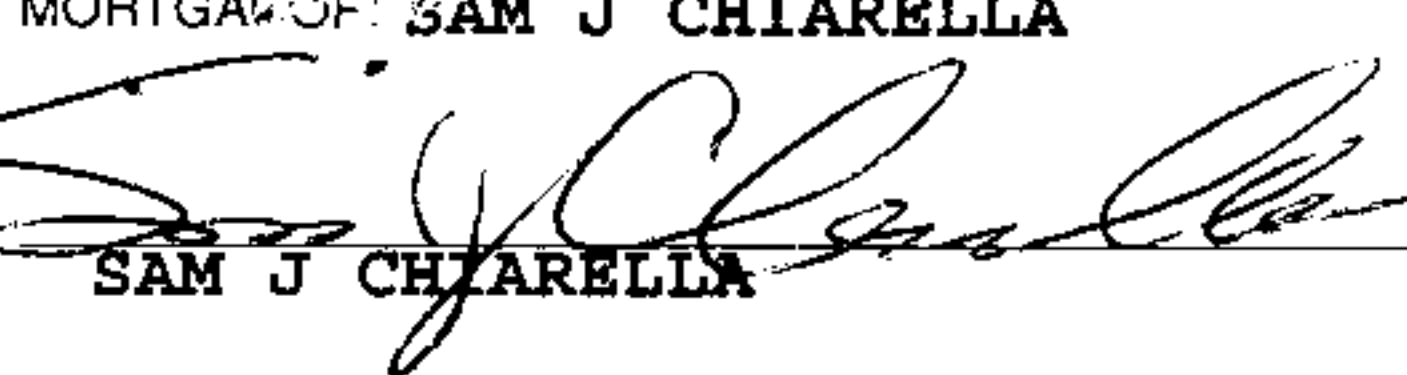
**SCHEDULE A**


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

LOT 55, ACCORDING TO THE SURVEY OF SECOND SECTOR, FIELDSTONE PARK, AS RECORDED IN  
MAP BOOK 16, PAGE 114, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**SCHEDULE B**

FIRST LIEN MORTGAGE: COUNTRYWIDE IN THE AMOUNT OF \$88196.00 DATED 8-98

MORTGAGOR: **SAM J CHIARELLA**  
  
\_\_\_\_\_  
**SAM J CHIARELLA**  
MORTGAGOR:

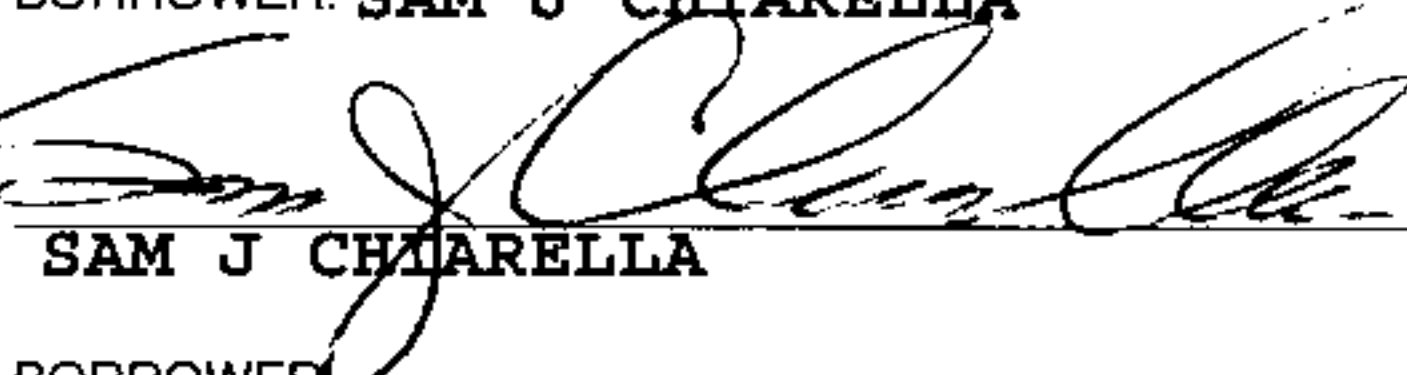
MORTGAGOR: **SHIRLEY F GREEN CHIARELLA**  
  
\_\_\_\_\_  
**SHIRLEY F GREEN CHIARELLA**  
MORTGAGOR:

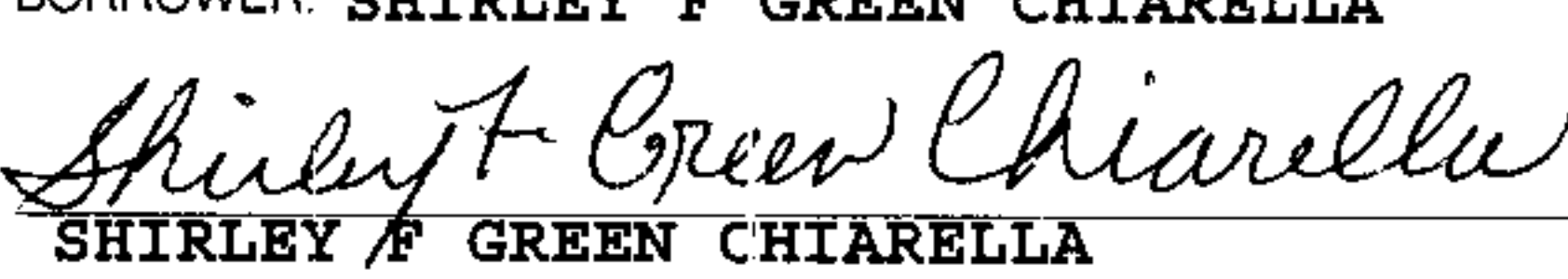
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MORTGAGOR:

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MORTGAGOR

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MORTGAGOR:

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MORTGAGOR:

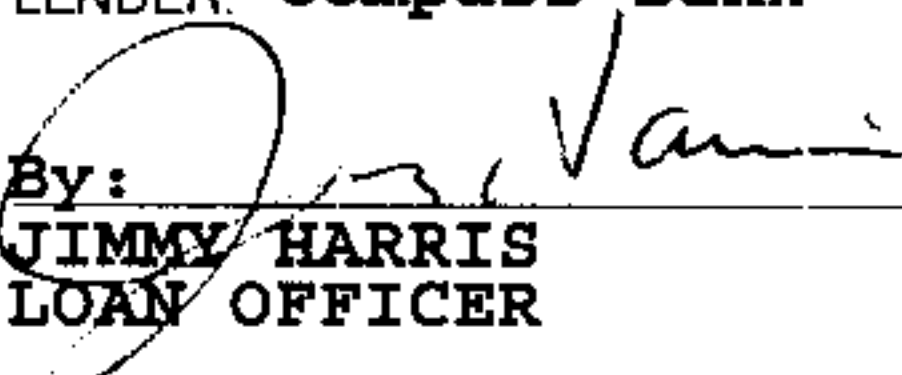
BORROWER: **SAM J CHIARELLA**  
  
\_\_\_\_\_  
**SAM J CHIARELLA**  
BORROWER:

BORROWER: **SHIRLEY F GREEN CHIARELLA**  
  
\_\_\_\_\_  
**SHIRLEY F GREEN CHIARELLA**  
BORROWER:

\_\_\_\_\_  
BORROWER:

**Inst # 2001-26325**  
**06/26/2001-26325**  
**11:56 AM CERTIFIED**  
**SHELBY COUNTY JUDGE OF PROBATE**  
BORROWER: **003 MB 77.00**

\_\_\_\_\_  
BORROWER:

LENDER: **Compass Bank**  
  
By: **JIMMY HARRIS**  
**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 Sam Chiarella  
Shirley Chiarella

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 11<sup>th</sup> day of May, 2001.  
(Notarial Seal) \_\_\_\_\_  
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: BROOKE GOGAN AN EMPLOYEE OF COMPASS BANK**  
**AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.**