

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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

Inst # 2001-55739
 12/19/2001-55739
 12:27 PM CERTIFIED
 SHELBY COUNTY OFFICE OF PROBATE
 101-101
 9006

BORROWER DEBORAH L STEPHENS	MORTGAGOR DEBORAH L STEPHENS, A SINGLE PERSON
ADDRESS 5011 APPLECROSS ROAD BIRMINGHAM, AL 35242	ADDRESS 5011 APPLECROSS ROAD BIRMINGHAM, AL 35242
TELEPHONE NO. IDENTIFICATION NO.	TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 5011 APPLECROSS ROAD BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 3rd day of December, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On April 27, 1999, 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 April 27, 1999, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on May 07, 1999 at BOOK 1999, PAGE 19188 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 December 03, 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 December 03, 2001, the unpaid principal balance due under the Note was \$ 160,000.00, 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 12-3-2001 THE LOAN MORTGAGE AMOUNT OF \$100,000.00 WAS INCREASED TO \$160,000.00.

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.

MORTGAGOR: DEBORAH L STEPHENS

MORTGAGOR:

Deborah L Stephens
DEBORAH L STEPHENS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: DEBORAH L STEPHENS

BORROWER:

Deborah L Stephens
DEBORAH L STEPHENS

BORROWER:

BORROWER:

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BORROWER:

LENDER: Compass Bank

By: *J R Armistead*
J R Armistead
Loan Officer

J R Armistead)
)
)

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

Deborah L. Stephens

whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before

this 3rd Dec, 2001

(Notarial Seal)

J R Armistead
MY COMMISSION EXPIRES AUGUST 5, 2004

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: COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

SCHEDULE A

The following described real property located in the County of **SHELBY**, State of **Alabama**:
**LOT 13, BLOCK 7, ACCORDING TO THE SURVEY OF APPLECROSS, A SUBDIVISION OF INVERNESS,
AS RECORDED IN MAP BOOK 6, PAGE 42 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.**

SCHEDULE B

FIRST LIEN MORTGAGE IN THE AMOUNT OF \$310,000.00 DATED 5-20-1999.

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SHELBY COUNTY JUDGE OF PROBATE
003 MEL 107.00