



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

Shelby, AL
\$ 167.00

77-2100038360-01315

**MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE**

BORROWER		MORTGAGOR	
GLENN M BUSH ROSLYN C BUSH		GLENN M BUSH, AND SPOUSE ROSLYN C BUSH	
ADDRESS 5601 TAMARAC TRACE BIRMINGHAM, AL 35242		ADDRESS 5601 TAMARAC TRACE BIRMINGHAM, AL 35242	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: 5601 TAMARAC TRACE
BIRMINGHAM, AL 35242

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 7th day of August, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On December 15, 2000, 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 Thousand and no/100 Dollars, 40,000.00.

which Note is secured by a mortgage ("Mortgage") dated December 15, 2000, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on December 19, 2000 at BOOK# 2000 PAGE# 44057 in the records of the JUDGE OF PROBATE 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 August 07, 2037, 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 August 07, 2002, the unpaid principal balance due under the Note was \$ 100,000.00, 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 08/07/2002 THE LOAN AMOUNT WAS INCREASED TO \$100,000.00 FROM \$40,000.00.

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**:

LOT 107, ACCORDING TO THE MAP AND SURVEY OF HICKORY RIDGE SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 59, CORRECTED AND RECORDED IN MAP BOOK 11, PAGE 79 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

1ST LIEN MORTGAGE: ALLIANCE IN THE AMOUNT OF \$103,000.00 DATED 07/1992.

MORTGAGOR: GLENN M BUSH

Glenn M Bush
GLENN M BUSH

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: GLENN M BUSH

Glenn M Bush
GLENN M BUSH

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: ROSLYN C BUSH

Roslyn C Bush
ROSLYN C BUSH

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: ROSLYN C BUSH

Roslyn C Bush
ROSLYN C BUSH

BORROWER:

BORROWER:

BORROWER:

20020916000444640 Pg 3/3 167.00
Shelby Cnty Judge of Probate, AL
09/16/2002 13:18:00 FILED/CERTIFIED

LENDER: Compass Bank

By: *Stacy Ducote*
STACY DUCOTE
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

Glenn M Bush & Roslyn C Bush
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 *7th* day of *August* *2002*

(Notarial Seal)

Stacy M. Ducote
MY COMMISSION EXPIRES OCTOBER 23, 2004

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: BILLY SAMUELS 100 GREENSPRINGS HWY BHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.