

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

150.00  
11.00  
6.00  
167.00

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

Shelby 01315

210009907

<b>BORROWER</b> GEORGE NICHOLS WILLIAMS KATHLEEN S WILLIAMS	<b>MORTGAGOR</b> GEORGE NICHOLS WILLIAMS AND SPOUSE KATHLEEN S WILLIAMS
<b>ADDRESS</b> 2708 DRENNEN CIRCLE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.	<b>ADDRESS</b> 2708 DRENNEN CIRCLE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.
<b>ADDRESS OF REAL PROPERTY:</b> 2708 DRENNEN CIRCLE BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 16th day of January, 2003, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On June 09, 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 Ninety Thousand and no/100 Dollars (\$ 90,000.00),

which Note is secured by a mortgage ("Mortgage") dated June 09, 2000, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on June 23, 2000 at BOOK/PAGE: INSTRUMENT #2000-21102 in the records of the SHELBY COUNTY RECORDERS OFFICE 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 January 16, 2038, 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 January 16, 2003, 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 :JAN 16,2003 THE MORTGAGE LOAN AMOUNT WAS INCREASED FROM \$90000.00 TO \$100000.00**

### 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 21, ACCORDING TO THE SURVEY OF MEADOWRIDGE, AS RECORDED IN MAP BOOK 11, PAGE 40, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.

**SCHEDULE B**

1ST LIEN MORTGAGE: CHASE IN THE AMOUNT OF \$ 154000.00 DATED 10/1992

MORTGAGOR: **GEORGE NICHOLS WILLIAMS**  
*George Nichols Williams*  
**GEORGE NICHOLS WILLIAMS**  
MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: **GEORGE NICHOLS WILLIAMS**  
*George Nichols Williams*  
**GEORGE NICHOLS WILLIAMS**  
BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: **KATHLEEN S WILLIAMS**  
*Kathleen S Williams*  
**KATHLEEN S WILLIAMS**  
MORTGAGOR:

MORTGAGOR

MORTGAGOR:

BORROWER: **KATHLEEN S WILLIAMS**  
*Kathleen S Williams*  
**KATHLEEN S WILLIAMS**  
BORROWER:

BORROWER:

BORROWER:

LENDER: **Compass Bank**  
By: *T. Di Chiara*  
**TONY DICHARA**  
**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 *George and Kathleen Williams*  
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 *16* day of *Jan* *03*  
(Notarial Seal) *T. Di Chiara*  
MY COMMISSION EXPIRES **JUNE 14, 2003** 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 \_\_\_\_\_, a  
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: JACKIE GOLDEN 100 GREENSPRINGS HWY BHAM AL 35209**  
**AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.**