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

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

Inst # 2000-29306

08/28/2000-29306
09:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 76.00

BORROWER TURHAN L MOORE MARYANN MOORE ADDRESS 41 SHAW DRIVE CHELSEA, AL 35043 TELEPHONE NO. (205) 678-8166 IDENTIFICATION NO. [REDACTED]	MORTGAGOR TURHAN L MOORE & WIFE, MARYANN MOORE ADDRESS 41 SHAW DRIVE CHELSEA, AL 35043 TELEPHONE NO. (205) 678-8166 IDENTIFICATION NO. [REDACTED]
ADDRESS OF REAL PROPERTY: 41 SHAW DRIVE CHELSEA, AL 35043	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 23rd day of August, 2000, is executed by and between the parties identified above and COMPASS BANK, 15 SOUTH 20 STREET, BIRMINGHAM, AL 35233 ("Lender").

A. On February 24, 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 Twenty Thousand and no/100 Dollars (\$ 20,000.00), which Note is secured by a mortgage ("Mortgage") dated February 24, 1998, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on March 03, 1998 at INSTRUMENT #1998/7334 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 August 23, 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 August 23, 2000, 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 8/23/2000, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$40,000.00 FROM \$20,000.00.

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.

5064062

[Handwritten signatures]
J.L.M.
M.M.

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama:
SEE EXHIBIT "A"

SCHEDULE B

FIRST LIEN MORTGAGE: BANK OF AMERICA IN THE AMOUNT OF \$90,000.00 DATED 2/24/98.

J.R.M.
M.M.

MORTGAGOR: TURHAN L MOORE

MORTGAGOR: MARYANN MOORE

Turhan L. Moore
TURHAN L MOORE

Mary Ann Moore
MARYANN MOORE

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: TURHAN L MOORE

BORROWER: MARYANN MOORE

Turhan L. Moore
TURHAN L MOORE

Mary Ann Moore
MARYANN MOORE

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: COMPASS BANK

By: BERNETTA HENDERSON
LOAN OFFICER

ALABAMA)
SHERBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Turhan L. Moore Mary Ann Moore
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before

8-23-2000
(Notarial Seal)

[Signature]
11-16-2003

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: TARA SEAHORN, AN EMPLOYEE OF COMPASS BANK
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

J.H.M.
m.m.

Exhibit "A"

2. **LEGAL DESCRIPTION:**

✓ Commence at the Northeast corner of the Southwest quarter of the Southeast quarter of Section 12, Township 20 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, thence run Westerly along the North line of said quarter-quarter a distance of 320.47' to the point of beginning of the property being described, Thence continue along last described course a distance of 160.0' to a point, Thence turn an angle of 91 degrees 02 minutes to the left and run Southerly a distance of 250.0' to a point. Thence turn an angle of 88 degrees 58 minutes to the left and run easterly a distance of 160.0' to a point, Thence turn an angle of 91 degrees 02 minutes to the left and run Northerly a distance of 250.0' to the point of beginning, containing a parcel of land and marked on each corner with a steel rebar pin.

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