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

Inst # 2000-35670

10/12/2000-35670
11:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
66.35

003 MHP

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER ELISHA K KIRKPATRICK DANNY S KIRKPATRICK		MORTGAGOR ELISHA K KIRKPATRICK & HUSBAND, DANNY S KIRKPATRICK	
ADDRESS 3022 FOREST MEADOWS CIR BIRMINGHAM, AL 35242		ADDRESS 3022 FOREST MEADOWS CIR BIRMINGHAM, AL 35242	
TELEPHONE NO. (205) 980-1994	IDENTIFICATION NO. [REDACTED]	TELEPHONE NO. (205) 980-1994	IDENTIFICATION NO. [REDACTED]
ADDRESS OF REAL PROPERTY: 3022 FOREST MEADOWS CIR BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 3rd day of October, 2000, is executed by and between the parties identified above and COMPASS BANK, 15 SOUTH 20 STREET, BIRMINGHAM, AL 35233 ("Lender").

A. On February 27, 1997, 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 Three Thousand Seven Hundred and no/100 Dollars (\$ 23,700.00), which Note is secured by a mortgage ("Mortgage") dated February 27, 1997, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on March 05, 1997 at INSTRUMENT #1997/6805 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 October 03, 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 October 03, 2000, the unpaid principal balance due under the Note was \$ 32,850.00, 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 10/3/2000, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$32,850.00 FROM \$23,700.00.

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.

5075390

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama
LOT 29, ACCORDING TO THE SURVEY OF OAK MEADOWS, 1ST SECTOR, AS RECORDED IN MAP BOOK
20, PAGE 71, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: FIRST FEDERAL BANK IN THE AMOUNT OF \$208,675.00 DATED
10/14/98.

MORTGAGOR: ELISHA K KIRKPATRICK

MORTGAGOR: DANNY S KIRKPATRICK

ELISHA K KIRKPATRICK

DANNY S KIRKPATRICK

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

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BORROWER: ELISHA K KIRKPATRICK

BORROWER: DANNY S KIRKPATRICK

ELISHA K KIRKPATRICK

DANNY S KIRKPATRICK

BORROWER:

BORROWER:

BORROWER:

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BORROWER:

BORROWER:

LENDER: COMPASS BANK

By: LINDA RING
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 Elisha K Kirkpatrick & Danny S Kirkpatrick 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 3rd day of October, 2000
(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: TARA SEAHORN, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.