

8/13/29

200031190

After Recordation Return to:

COMPASS BANK  
P O Box 10566  
Birmingham, Al 35233

## MODIFICATION AND EXTENSION OF MORTGAGE

BORROWER FRANK W HENDON, JR		MORTGAGOR FRANK W HENDON, JR & WIFE, CONNIE HENDON	
ADDRESS 113 WINDSOR LANE PELHAM, AL 35124		ADDRESS , AL	
TELEPHONE NO. (205) 663-4837	IDENTIFICATION NO. [REDACTED]	TELEPHONE NO.	IDENTIFICATION NO. *****
ADDRESS OF REAL PROPERTY: 113 WINDSOR LANE PELHAM, AL 35124			

THIS MODIFICATION AND EXTENSION OF 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

A. On December 21, 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 Thirty Nine Thousand and no/100 Dollars (\$ 39,000.00), which Note is secured by a mortgage ("Mortgage") dated December 21, 1998, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on December 29, 1998 at INSTRUMENT #1998/51757 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.

2. ADDITIONAL MODIFICATIONS.

The Note and Mortgage are further modified as follows:

**EFFECTIVE 10/3/2000, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$75,000.00 FROM \$39,000.00.**

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.

5073843

Inst # 2000-35745

10/13/2000-35745  
09:07 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MMB 126.50

**SCHEDULE A**

The following described real property located in the County of SHELBY, State of Alabama  
LOT 47, ACCORDING TO THE SURVEY OF WEATHERLY WINDSOR, SECTOR 11, AS RECORDED IN MAP  
BOOK 18, PAGE 80, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**SCHEDULE B**

FIRST LIEN MORTGAGE: BANK OF AMERICAN IN THE AMOUNT OF \$180,000.00 DATED 12/15/95.

Inst # 2000-35745

10/13/2000-35745  
09:07 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MMB 126.50

MORTGAGOR: FRANK W HENDON, JR

FRANK W HENDON, JR

MORTGAGOR:

MORTGAGOR: CONNIE HENDON

Connie Hendon  
CONNIE HENDON

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

LENDER: COMPASS BANK

By:  
KELLY DAVIS  
LOAN OFFICER

THIS DOCUMENT WAS PREPARED BY: TARA SEAHORN, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.