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2000246881

Inst # 2000-37586

10/30/2000-37586
11:08 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJI 131.90

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

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

BORROWER BARRY C BATTLES	MORTGAGOR BARRY C BATTLES, AN UNMARRIED MAN
ADDRESS 5040 SHELBY DRIVE BIRMINGHAM, AL 35242	ADDRESS 5040 SHELBY DRIVE BIRMINGHAM, AL 35242
TELEPHONE NO. (205) 664-1080	TELEPHONE NO. (205) 664-1080
IDENTIFICATION NO. [REDACTED]	IDENTIFICATION NO. [REDACTED]
ADDRESS OF REAL PROPERTY: 5040 SHELBY DRIVE BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 19th 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 October 07, 1996, 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 Six Thousand One Hundred and no/100 Dollars (\$ 46,100.00), which Note is secured by a mortgage ("Mortgage") dated October 07, 1996, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on October 17, 1996 at INSTRUMENT #1996/34655 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 19, 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 19, 2000, the unpaid principal balance due under the Note was \$ 76,600.00, 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 10/19/2000, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$76,600.00 FROM \$46,100.00.

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.

5075688

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama:

LOT 97, ACCORDING TO THE SURVEY OF SOUTHER PINES, THIRD SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 162, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: COMPASS IN THE AMOUNT OF \$125,000.00 DATED 2/29/96.

MORTGAGOR: BARRY C BATTLES

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BARRY C BATTLES

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LENDER: COMPASS BANK

By: Kelly Davis
KELLY DAVIS
LOAN OFFICER

Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

Barry C. Battles
whose name(s) is/are signed to the foregoing instrument and who is/are known to

(Notarial Seal)

me, a Notary Public
William C. Hankins

MY COMMISSION EXPIRES DECEMBER 30, 2001

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.