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

Inst # 2001-00416

01/04/2001-00416
 01:20 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 005 CJ1 102.50

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER PHILIP A ROMAN	MORTGAGOR PHILIP A ROMAN, AN UNMARRIED MAN
ADDRESS 3960 GUILFORD RD BIRMINGHAM, AL 35242 TELEPHONE NO. (205) 980-6181 IDENTIFICATION NO.	ADDRESS 3960 GUILFORD RD BIRMINGHAM, AL 35242 TELEPHONE NO. (205) 980-6181 IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 3960 GUILFORD RD BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 27th day of December, 2000, is executed by and between the parties identified above and COMPASS BANK, 15 S. 20TH STREET, BIRMINGHAM, AL 35233 ("Lender").

A. On June 22, 1999, 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 Five Thousand and no/100 Dollars (\$ 25,000.00),

which Note is secured by a mortgage ("Mortgage") dated June 22, 1999, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on July 02, 1999 at INSTRUMENT #1999-27953 in the records of the 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 December 27, 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 December 27, 2000, the unpaid principal balance due under the Note was \$ 78,000.00, 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 12/27/2000, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$78,000.00 FROM \$25,000.00.

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.

5085968

SCHEDULE A

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

LOT 32, ACCORDING TO THE FINAL RECORD PLAT OF GREYSTONE FARMS, GUILFORD PLACE,
PHASE 3, AS RECORDED IN MAP BOOK 24, PAGE 27 IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: CASTLE MORTGAGE IN THE AMOUNT OF \$120,000.00 DATED 9/18/98.



MORTGAGOR: PHILIP A ROMAN

MORTGAGOR:

Philip A Roman
PHILIP A ROMAN

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: PHILIP A ROMAN

BORROWER:

Philip A Roman
PHILIP A ROMAN

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: COMPASS BANK

By:
S. DUCOTE
LOAN OFFICER

ALABAMA)
SHELBY County

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
Philip A. Roman
whose name(s) is/are signed to the foregoing instrument and who is/a known to me, and signed
same this 27th, December, 2000.

(Notarial Seal)

Michael J. Hester
MY COMMISSION EXPIRES NOVEMBER 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.

**ADDENDUM
TO HOME EQUITY LINE OF CREDIT
AGREEMENT**

1. **Use of Equity Line of Credit Checks ("Checks").** Lender will furnish Borrower credit line checks which have been imprinted with Borrower's name and Account number to obtain advances from the Account. No other checks may be used to access the Account. Lender is under no obligation to pay or certify any Check drawn on the Account, and Lender will not be responsible or liable for dishonoring or returning unpaid a Check which is in an amount less than \$300, or which causes the credit limit to be exceeded, or which is received at a time when the Account has been terminated for any reason. Lender will not be responsible if anyone refuses to accept a Check or if something Borrower purchases with a Check is defective or unsatisfactory.
2. **Stop Payment on Checks.** Borrower may request Lender to stop payment on a Check by calling 1-800-239-5175 during normal business hours, which are Monday through Friday 8:00am to 5:00pm (Central Time), excluding holidays. Borrower must tell Lender the party to whom the Check is payable, and the date and amount of the Check. If Borrower does not contact Lender at least four (4) hours before we receive Check, Lender may not be able to stop payment on it. If Borrower chooses to stop payment on any Check, Borrower agrees to pay a service charge of \$25. Lender may request a written confirmation of the stop payment request.
3. **Unauthorized Check Transactions and Forgeries.** Lender's records will be deemed correct unless Borrower timely established With Lender that it made an error. It is essential that any unauthorized Checks, alterations or forgeries (collectively referred to as "exceptions") be reported to Lender as promptly as possible. Otherwise Lender may not be liable for such exceptions. Therefore, it is necessary that Borrower carefully examine each monthly periodic statement and report any exceptions to Lender. Lender will not return any Checks to Borrower after they are paid, but Borrower may obtain copies if needed. Borrower agrees that this is a reasonable manner for making Checks available to Borrower and agrees to pay any charge that Lender may reasonably impose for providing Borrower copies of any paid Checks.

In order to determine whether Borrower has acted in a prompt and reasonable manner in reviewing the monthly periodic statements and reporting any forgeries or alterations to Lender, Borrower agrees that Lender may impose the following time limitations: (i) Borrower must request the Lender send any suspected forged or altered item within sixty (60) days after the monthly periodic statement covering such item was sent by Lender and (ii) Borrower must report any suspected forgery or alteration to Lender within thirty (30) days after Lender sends the requested item. If Borrower fails to request any disputed item or discover and report any forgery or alteration to Lender within the periods specified above, Lender may not be liable for such exception. Lender will retain the original and/or copies of Checks for the period of time required by applicable law.

4. **Signature(s) and Presentation of Card.** Lender is authorized to use Borrower's signature(s) below to identify the signature on Checks. If the Account is in the name of two or more persons, Borrowers agree that Lender is authorized to honor any Check or other request for an advance made by any Borrower, but Lender may at its option refuse to honor any request not made by all Borrowers. The fact that the Card is not presented will not relieve Borrower of any responsibility Borrower would otherwise have if a Card had been presented.
5. **Foreign Currency/Exchange.** If Borrower uses the Card to effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U. S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used to determine the transaction amount in U. S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by two percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
6. **Unauthorized Use of the Card.** Borrower may be liable for the unauthorized use of the Card. Borrower will not be liable for unauthorized use of the Card if the unauthorized use occurs after notification to the Lender at:

Compass Bank Card Center
Post Office Box 2210
Decatur, Alabama 35669-0001
1-800-239-5175 or 256-552-1676

orally or in writing of the possible unauthorized use. In any case, Borrower liability will not exceed \$50.00.

7. **Special Rule for Credit Card Purchases (Addendum to Your Billing Rights).** If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:
 - (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
 - (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the Merchant, or if we mailed you the advertisement for the property or services.
8. **The section of the Agreement titled "MARGIN" is amended to include the following additional language:** "However, if an Event of Default occurs, as described in Section 7 of this Agreement, then Lender, in its sole discretion, immediately may increase the Margin for this Account by 2.0 percentage points."

9. **The section of the Agreement titled "RATECHANGES" is deleted and replaced in its entirety by the following:** "At the expiration of the Discounted Rate period, if applicable, and subsequently if the Index Rate or the Margin increases or decreases, the corresponding **ANNUAL PERCENTAGE RATE** and Periodic Rate will increase or decrease unless the minimum or maximum **ANNUAL PERCENTAGE RATE** has been reached. Borrower's Minimum Payment may also increase or decrease accordingly. The **ANNUAL PERCENTAGE RATE** will apply to Borrower's Account Balance as of the effective date of the increase or decrease as well as to future advances. Any change in the Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** resulting from a change in the Index Rate or Margin will be effective on the first day of the monthly billing cycle."
10. **Payment Allocation:** Borrower agrees that Lender has the right to apply payments and credits received from Borrower, or on borrower's behalf, in any order that lender chooses as permitted by law; including the allocation of payments to advances with lower rates regardless of the order in which advances were posted.
11. **Security Agreement.** In addition to the security interest in Borrower's Home, Borrower(s) also grants to Lender a security interest in all monies, instruments, and savings, checking or other deposit accounts (excluding IRA, Keogh and trust accounts and deposits subject to tax penalties is so assigned) that are now or in the future in Lender's custody or control, including any deposit account(s) in Borrower's name or in Borrower's name and another or other names.
12. **Credit Card Revolving Account in Arizona.** Borrower acknowledges that a home equity line of credit granted in the state of Arizona pursuant to this Agreement permits access by credit card and by check, and the Account is intended as a "credit card revolving account" pursuant to applicable law in Arizona.
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ACKNOWLEDGEMENT: THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND , AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE PROVISIONS ON THE REVERSE SIDE AND SUBSEQUENT PAGES, AND THEY ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

BORROWER:


PHILIP A. ROMAN

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Rev. (6/2000)

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