

Inst # 2001-09272

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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER DARRELL L ADAMS DOROTHY S ADAMS		MORTGAGOR DARRELL L ADAMS, AND WIFE DOROTHY S ADAMS	
ADDRESS 338 HIGHLAND PARK DR. BIRMINGHAM, AL 35242		ADDRESS 338 HIGHLAND PARK DR. BIRMINGHAM, AL 35242	
TELEPHONE NO. (205) 980-2506	IDENTIFICATION NO. [REDACTED]	TELEPHONE NO. (205) 980-2506	IDENTIFICATION NO. [REDACTED]
ADDRESS OF REAL PROPERTY: 338 HIGHLAND PARK DR. BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 8th day of March, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On June 07, 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 Seventy Thousand and no/100 Dollars (\$ 70,000.00), which Note is secured by a mortgage ("Mortgage") dated June 07, 1999, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on June 19, 1999 at INSTRUMENT #1999-25278 in the records of the SHELBY COUNTY, ALABAMA 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 March 08, 2036, 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 March 08, 2001, the unpaid principal balance due under the Note was \$ 125,000.00, 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 MARCH 8, 2001, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$125,000.00 FROM \$70,000.00

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.

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03/15/2001-09272
11:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 DLH 204.50

SCHEDULE A

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

LOT 710, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 7TH SECTOR, AS RECORDED IN MAP BOOK 20, PAGE 58 A, B & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: NORWEST MORTGAGE

MORTGAGOR: DARRELL L ADAMS

MORTGAGOR: DOROTHY S ADAMS

Darrell L Adams
DARRELL L ADAMS

Dorothy S Adams
DOROTHY S ADAMS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: DARRELL L ADAMS

BORROWER: DOROTHY S ADAMS

Darrell L Adams
DARRELL L ADAMS

Dorothy S Adams
DOROTHY S ADAMS

BORROWER:

BORROWER:

BORROWER:

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BORROWER:

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LENDER: Compass Bank

By: *Jeff Latham*
JEFF LATHAM
LOAN OFFICER

Jefferson)
:)
)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that *Darrell Adams and wife Dorothy S. Adams* whose name(s)/is/are signed to the foregoing

(Notarial Seal)

Paulette M. McCarroll
10-28-03

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose name(s) as _____ of _____ 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

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THIS DOCUMENT WAS PREPARED BY: COMPASS BANK
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

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SHELBY COUNTY JUDGE OF PROBATE
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