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

Inst # 2001-14354

04/16/2001-14354  
10:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 NEL 77.00

### MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<b>BORROWER</b> PATRICK LEE CHUMBLEY RHONDA CHUMBLEY		<b>MORTGAGOR</b> PATRICK LEE CHUMBLEY & WIFE, RHONDA CHUMBLEY	
<b>ADDRESS</b> 608 BROOKS LANE BIRMINGHAM, AL 35244		<b>ADDRESS</b> 608 BROOKS LANE BIRMINGHAM, AL 35244	
<b>TELEPHONE NO.</b> (205) 987-8356	<b>IDENTIFICATION NO.</b> [REDACTED]	<b>TELEPHONE NO.</b> (205) 987-8356	<b>IDENTIFICATION NO.</b> [REDACTED]
<b>ADDRESS OF REAL PROPERTY:</b> 608 BROOKS LANE BIRMINGHAM, AL 35244			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 3rd day of April, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On September 04, 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 Twenty Thousand and no/100 Dollars (\$ 20,000.00), which Note is secured by a mortgage ("Mortgage") dated September 04, 1996, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on September 12, 1996 at INSTRUMENT #1996-30108 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 April 03, 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 April 03, 2001, the unpaid principal balance due under the Note was \$ 40,000.00, 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 4/3/2001, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$40,000.00 FROM \$20,000.00.**

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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**SCHEDULE A**

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

LOT 10, ACCORDING TO THE AMENDED MAP OF THE HIGHLANDS, 1ST SECTOR, AS RECORDED IN MAP BOOK 17, PAGE 100, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.

**SCHEDULE B**

FIRST LIEN MORTGAGE: HOMESIDE IN THE AMOUNT OF \$147,000.00.

MORTGAGOR: PATRICK LEE CHUMBLEY

MORTGAGOR: RHONDA CHUMBLEY

PATRICK LEE CHUMBLEY

RHONDA CHUMBLEY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: PATRICK LEE CHUMBLEY

BORROWER: RHONDA CHUMBLEY

PATRICK LEE CHUMBLEY

RHONDA CHUMBLEY

BORROWER:

BORROWER:

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LENDER: Compass Bank

By: *Linda Ring*  
LINDA RING  
LOAN OFFICER

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SHELBY COUNTY JUDGE OF PROBATE  
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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) 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Notarial Seal)

Notary Public

State of Alabama )  
County of *Shelby* )

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

whose name(s) as *Patrick Lee Chumbley & Rhonda Chumbley* 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 *3rd* day of *April*, *2001*.

(Notarial Seal)

*Linda Ring*  
Notary Public

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

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.