

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

Inst # 2001-21140

05/24/2001-21140  
09:02 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CJI 35.75

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER		MORTGAGOR	
JACK T SADLER SANDRA W SADLER		JACK T SADLER AND WIFE, SANDRA W SADLER	
ADDRESS 1039 HIGHLANDS DR. BIRMINGHAM, AL 35244 TELEPHONE NO. (205) 326-0402 IDENTIFICATION NO. [REDACTED]		ADDRESS 1039 HIGHLANDS DR. BIRMINGHAM, AL 35244 TELEPHONE NO. (205) 326-0402 IDENTIFICATION NO. [REDACTED]	
ADDRESS OF REAL PROPERTY: 1039 HIGHLANDS DR. BIRMINGHAM, AL 35244			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 16th day of May, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On October 25, 2000, 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 Ten Thousand and no/100 Dollars, 10,000.00.

which Note is secured by a mortgage ("Mortgage") dated October 25, 2000, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on November 03, 2000 at INSTRUMENT 2000/38172 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 May 16, 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 May 16, 2001, the unpaid principal balance due under the Note was \$ 12,500.00, 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 05/16/2001, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$12,500.00, FROM \$10,000.00.**

### 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.

**SCHEDULE A**

The following described real property located in the County of **SHELBY** , State of **Alabama** :  
**LOT 42, ACCORDING TO THE SURVEY OF RIVER HIGHLANDS, AS RECORDED IN MAP BOOK 19, PAGE 111, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**SCHEDULE B**

**FIRST LIEN MORTGAGE: COMPASS BANK IN THE AMOUNT OF \$ \_\_\_\_\_,**  
**DATED \_\_\_\_\_.**

MORTGAGOR: JACK T SADLER  
*[Signature]*  
MORTGAGOR:

MORTGAGOR: SANDRA W SADLER  
*[Signature]*  
MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: JACK T SADLER  
*[Signature]*  
BORROWER:

BORROWER: SANDRA W SADLER  
*[Signature]*  
BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank  
By: *[Signature]*  
ADAM FOX  
LOAN OFFICER

Alabama )  
Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jack T. Sadler  
and Sandra W. Sadler  
whose name(s) is/are signed to the foregoing instrument

(Notarial Seal) 16<sup>th</sup> May 2001  
*Bonnie T. Stephens*  
MY COMMISSION EXPIRES APRIL 19, 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 16<sup>th</sup> day of May 2001  
(Notarial Seal) *Bonnie T. Stephens*  
Notary Public

Inst # 2001-21140 COMMISSION EXPIRES APRIL 19, 2003

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

05/24/2001-21140  
09:02 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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