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After Recordation Return to:  
COMPASS BANK  
P. O. Box 10566  
Birmingham, AL 35296

D1315

### MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<b>BORROWER</b> JOHN L SPIKER ROZLYN O SPIKER		<b>MORTGAGOR</b> JOHN L SPIKER, AND WIFE ROZLYN O SPIKER	
<b>ADDRESS</b> 3432 CHIPPENHAM CIRCLE BIRMINGHAM, AL 35242		<b>ADDRESS</b> 3432 CHIPPENHAM CIRCLE BIRMINGHAM, AL 35242	
<b>TELEPHONE NO.</b> (205) 980-0610	<b>IDENTIFICATION NO.</b> [REDACTED]	<b>TELEPHONE NO.</b> (205) 980-0610	<b>IDENTIFICATION NO.</b> [REDACTED]
<b>ADDRESS OF REAL PROPERTY:</b> 3432 CHIPPENHAM CIRCLE BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 14th day of June, 2001 is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On August 15, 1994, 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 Thirty Thousand and no/100 Dollars (\$ 30,000.00), which Note is secured by a mortgage ("Mortgage") dated August 15, 1994, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on \_\_\_\_\_ at \_\_\_\_\_ 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 June 14, 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 June 14, 2001, the unpaid principal balance due under the Note was \$ 27,772.14, 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:

Inst # 2001-26956

06/29/2001-26956  
01:56 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

003 NB 58.70

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.

5138175

*[Handwritten Signature]*

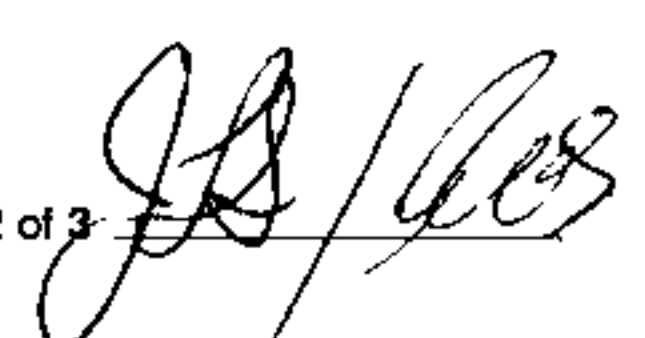
**SCHEDULE A**

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

LO 109, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 3RD SECTOR, AS RECORDED IN MAP BOOK 12, PAGE 64 A & B, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**SCHEDULE B**

FIRST LIEN DEED OF TRUST: GMAC IN THE AMOUNT OF \$176,250.00 DATED JULY 6, 1992.

A handwritten signature in black ink, appearing to be "JA/ACB", is written over the "Page 2 of 3" text.

MORTGAGOR: JOHN L SPIKER

*John L Spiker*  
JOHN L SPIKER

MORTGAGOR:

MORTGAGOR: ROZLYN O SPIKER

*Rozlyn O Spiker*  
ROZLYN O SPIKER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

*John L Spiker*  
BORROWER: JOHN L SPIKER

JOHN L SPIKER

BORROWER:

*Rozlyn O Spiker*  
BORROWER: ROZLYN O SPIKER

ROZLYN O SPIKER

BORROWER:

BORROWER:

BORROWER:

Inst # 2001-26956

BORROWER:

BORROWER:

06/29/2001-26956  
01:56 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
003 NB 58.70

LENDER: Compass Bank

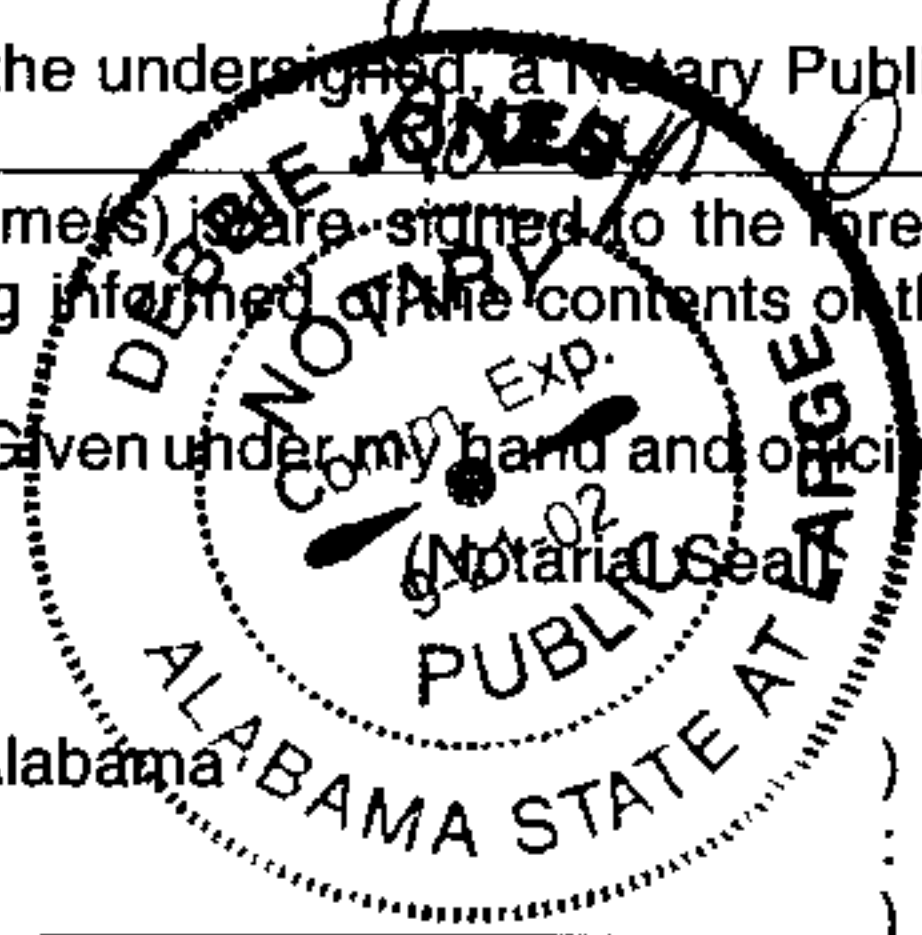
BY: *Debbie Jones*  
DEBBIE JONES  
LOAN ORIGINATOR

State of Alabama )  
County of Shelby )

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

whose name(s) John L Spiker 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 14 day of June, 2001.



*Debbie Jones*  
Notary Public

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) 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: BETHANY ASHE, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.