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

Inst # 2001-42098

09/28/2001-42098
01:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
42.50
003 CH

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER JOSEPH L HOLLIS VICKIE J HOLLIS		MORTGAGOR JOSEPH L HOLLIS, AND WIFE VICKIE J HOLLIS	
ADDRESS 116 TINTERN ABBEY ALABASTER, AL 35007		ADDRESS 116 TINTERN ABBEY ALABASTER, AL 35007	
TELEPHONE NO. (205) 663-1743	IDENTIFICATION NO. [REDACTED]	TELEPHONE NO. (205) 663-1743	IDENTIFICATION NO. [REDACTED]
ADDRESS OF REAL PROPERTY: 116 TINTERN ABBEY ALABASTER, AL 35007			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 17th day of September, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On April 15, 1997, 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 Seventeen Thousand and no/100 Dollars (\$ 17,000.00), which Note is secured by a mortgage ("Mortgage") dated April 15, 1997, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on April 25, 1997 at BOOK#1997 PAGE #12785 in the records of the SHELBY COUNTY RECORDERS OFFICE 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 September 17, 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 September 17, 2001, the unpaid principal balance due under the Note was \$ 13,857.74, 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 9/17/2001 THE MORTGAGE LOAN AMT WAS INCREASED TO \$25,000 FROM 17,000

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 20, ACCORDING TO THE SURVEY OF WEATHERLY, GLEN ABBEY, SECTOR 12, AS RECORDED IN
MAP BOOK 18 PAGE 128 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

1ST LIEN MORTGAGE: WASHINGTON MUTUAL IN AMOUNT OF \$140,000 DATED 3/1996

MORTGAGOR: JOSEPH L. HOLLIS

Joseph L. Hollis
JOSEPH L. HOLLIS

MORTGAGOR:

MORTGAGOR: VICKIE J. HOLLIS

Vickie J. Hollis
VICKIE J. HOLLIS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: JOSEPH L. HOLLIS

Joseph L. Hollis
JOSEPH L. HOLLIS

BORROWER:

BORROWER: VICKIE J. HOLLIS

Vickie J. Hollis
VICKIE J. HOLLIS

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: **Compass Bank**

By:
BERNETTA HENDERSON
LOAN OFFICER

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph L. Hollis and Vickie J. Hollis

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 17th day of September, 2001.

(Notarial Seal)

Kelly O. Smith
Notary Public License Expires 06-02-02

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 _____ 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

Inst # 2001-42098

THIS DOCUMENT WAS PREPARED BY: VICKIE GURLEY, AN EMPLOYEE OF COMPASS BANK
01:01 PM CERTIFIED

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

SHELBY COUNTY JUDGE OF PROBATE
003 CH 42.50