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

Inst # 2001-42604

10/03/2001-42604
08:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CH 69.50
18

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER CHARLES DANIEL RHODES EVELYN E RHODES		MORTGAGOR CHARLES DANIEL RHODES AND WIFE EVELYN E RHODES	
ADDRESS 1900 CROSSVINE RD HOOVER, AL 35244		ADDRESS 1900 CROSSVINE RD HOOVER, AL 35244	
TELEPHONE NO. (205) 987-2986	IDENTIFICATION NO. [REDACTED]	TELEPHONE NO. (205) 987-2986	IDENTIFICATION NO. [REDACTED]
ADDRESS OF REAL PROPERTY: 1900 CROSSVINE RD HOOVER, AL 35244			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 23rd day of August, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On March 03, 1998, 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 Five Thousand and no/100 Dollars (\$ 25,000.00),

which Note is secured by a mortgage ("Mortgage") dated March 03, 1998, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on March 16, 1998 at 1998-3994 in the records of the PROBATE OFFICE OF 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 August 23, 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 August 23, 2001, the unpaid principal balance due under the Note was \$ 35,000.00, 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 AUGUST 23, 2001 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$35,000.00 FROM \$25,000.00

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 23, ACCORDING TO THE SURVEY OF RIVERCHASE WEST SECOND ADDITION RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 7, PAGE 59, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

1ST LIEN MORTGAGE: CAROLINA 1ST IN THE AMOUNT OF \$150,000.00 DATED 11-97.

MORTGAGOR: CHARLES DANIEL RHODES

MORTGAGOR: EVELYN E RHODES

Charles Daniel Rhodes
CHARLES DANIEL RHODES

Evelyn E. Rhodes
EVELYN E RHODES

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: CHARLES DANIEL RHODES

BORROWER: EVELYN E RHODES

Charles Daniel Rhodes
CHARLES DANIEL RHODES

Evelyn E. Rhodes
EVELYN E RHODES

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By:
JAMIE GOODMAN
LOAN OFFICER

State of Alabama)
County of *Jefferson*)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that *Charles Rhodes & Evelyn Rhodes* 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 *23* day of *May* *2001*
(Notarial Seal)

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 _____ 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 # 2001-42604

THIS DOCUMENT WAS PREPARED BY: JENNIFER VANCE AN EMPLOYEE OF COMPASS BANK
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

10/03/2001-42604
08:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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