

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

Inst # 2001-45550

10/22/2001-45550
 03:21 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 003 MEL

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER		MORTGAGOR	
EDWARD G POWELL LAUREN M POWELL		EDWARD G POWELL, AND SPOUSE LAUREN M POWELL	
ADDRESS		ADDRESS	
2837 BERKELEY DRIVE BIRMINGHAM, AL 35242		2837 BERKELEY DRIVE BIRMINGHAM, AL 35242	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
(205) 991-6014		(205) 991-6014	
ADDRESS OF REAL PROPERTY: 2837 BERKELEY DRIVE BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 9th day of October, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On September 13, 2001, 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 13, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on October 02, 2001 at BOOK 2001, PAGE 42409 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 October 09, 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 October 09, 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 10-9-2001, 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.

SCHEDULE A

The following described real property located in the County of **SHELBY**, State of **Alabama** :
LOT 21, BLOCK 2, ACCORDING TO THE AMENDED MAP OF WOODFORD, AS RECORDED IN MAP BOOK 8, PAGE 51, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE COUNTRYWIDE HOME LOANS, INC. IN THE AMOUNT OF \$223,900.00 DATED 4-13-1998.

State of Alabama)
County of Jefferson)

Edward G. Powell

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that and Lauren M. Powell

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 9th day of October, 2001
Tineta Gibbins
(Notarial Seal)

Notary Public MY COMMISSION EXPIRES FEBRUARY 14, 2005

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 _____)

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

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

SCHEDULE A

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

The street address of the Premises (if applicable) is: 2837 BERKELEY DRIVE
BIRMINGHAM, AL 35242

The legal description of the Premises is:

LOT 21, BLOCK 2, ACCORDING TO THE AMENDED MAP OF WOODFORD, AS RECORDED IN MAP BOOK 8, PAGE 51, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Inst # 2001-45550

10/22/2001-45550
03:21 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MEL 47.00

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK