

Inst # 2001-47407

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

**MODIFICATION AND EXTENSION  
OF PROMISSORY NOTE/MORTGAGE**

11/05/2001-47407  
08:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL 92.00

<b>BORROWER</b>		<b>MORTGAGOR</b>	
BRUCE M PAVA ELAINE C PAVA		BRUCE M PAVA AND SPOUSE, ELAINE C PAVA	
<b>ADDRESS</b>		<b>ADDRESS</b>	
2053 BROOK HIGHLAND RIDGE BIRMINGHAM, AL 35242		2053 BROOK HIGHLAND RIDGE BIRMINGHAM, AL 35242	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>
(205) 980-1831		(205) 980-1831	
<b>ADDRESS OF REAL PROPERTY:</b> 2053 BROOK HIGHLAND RIDGE BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 12th 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 04, 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 One Hundred Thousand and no/100 Dollars 100,000.00

which Note is secured by a mortgage ("Mortgage") dated September 04, 1997, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on October 22, 1997 at INSTRUMENT #1997-34315 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 October 12, 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 12, 2001, the unpaid principal balance due under the Note was \$ 150,000.00, 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 10-12-2001, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$150,000.00, FROM \$100,000.00.**

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.

11/05/2001-47407  
08:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL 92.00

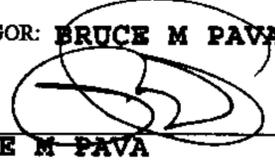
**SCHEDULE A**

The following described real property located in the County of **SHELBY**, State of **Alabama** :  
**LOT 2025, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 20TH SECTOR, AS RECORDED IN  
MAP BOOK 16, PAGE 148, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**SCHEDULE B**

**FIRST LIEN MORTGAGE: WELLS FARGO IN THE AMOUNT OF \$295,000.00, DATED 10-7-1993.**

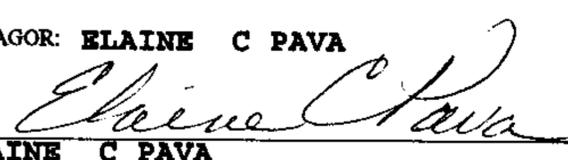
MORTGAGOR: BRUCE M PAVA



BRUCE M PAVA

MORTGAGOR:

MORTGAGOR: ELAINE C PAVA



ELAINE C PAVA

MORTGAGOR:

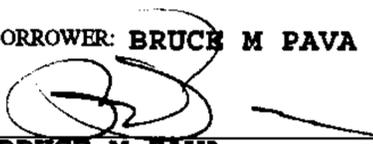
MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

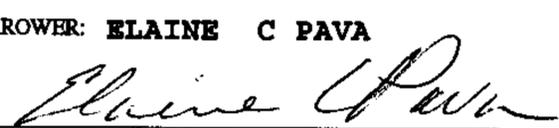
BORROWER: BRUCE M PAVA



BRUCE M PAVA

BORROWER:

BORROWER: ELAINE C PAVA



ELAINE C PAVA

BORROWER:

BORROWER:

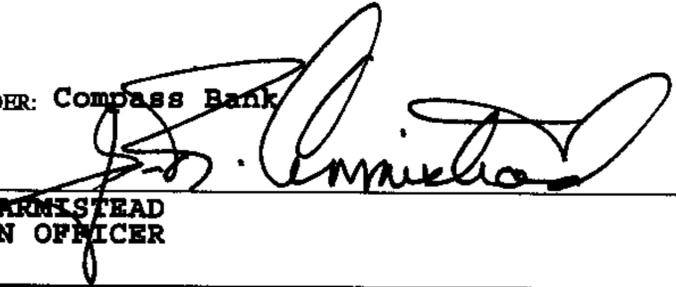
BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: JR ARMISTEAD  
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 Bruce M. Pava  
and Elaine C. Pava

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 12th day of October, 2001  
(Notarial Seal) Trista Giddens

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) 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 # 2001-47407

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

11/05/2001-47407  
08:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
92.00