

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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

Inst # 2001-51977
 11/30/2001-51977
 01:34 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 43.40
 003 CH

<p style="text-align: center;">BORROWER</p> <p>C. WALTER WELLSLIVER, JR ELISE M WELLSLIVER</p> <p style="font-size: small;">ADDRESS 165 185 SAVANAH LANE CALERA, AL 35040</p> <p style="font-size: small;">TELEPHONE NO. IDENTIFICATION NO. (205) 966-7656 [REDACTED]</p>	<p style="text-align: center;">MORTGAGOR</p> <p>C. WALTER WELLSLIVER, JR AND SPOUSE, ELISE M WELLSLIVER</p> <p style="font-size: small;">ADDRESS 165 185 SAVANAH LANE CALERA, AL 35040</p> <p style="font-size: small;">TELEPHONE NO. IDENTIFICATION NO. (205) 966-7656 [REDACTED]</p>
<p style="font-size: small;">ADDRESS OF REAL PROPERTY: 165 185 SAVANAH LANE CALERA, AL 35040</p>	

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

A. On February 15, 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 Seventeen Thousand Four Hundred and no/100 Dollars ~~17,400.00~~ 400.00

which Note is secured by a mortgage ("Mortgage") dated February 15, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on February 15, 2001 at BOOK 2001, PAGE 5428 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 November 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 November 09, 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 11-9-2001, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$35,000.00, FROM \$17,400.00.

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 415, ACCORDING TO THE SURVEY OF SAVANNAH POINTE, SECTOR V, PHASE I, AS RECORDED
IN MAP BOOK 26 PAGE 50 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING
SITUATED IN SHELBY COUNTY, ALABAMA.**

SCHEDULE B

**FIRST LIEN MORTGAGE: NEW SOUTH FEDERAL IN THE AMOUNT OF \$169,600.00, DATED
02-08-2001.**

MORTGAGOR: C. WALTER WELLIVER, JR

MORTGAGOR: ELISE M WELLIVER

C. WALTER WELLIVER, JR

ELISE M WELLIVER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: C. WALTER WELLIVER, JR

BORROWER: ELISE M WELLIVER

C. WALTER WELLIVER, JR

ELISE M WELLIVER

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: ADAM FOX
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

and C. Walter Welliver
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 November, 2001.

(Notarial Seal)

Tuneia Cuddens

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

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 # 2001-51977

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

11/30/2001-51977

01:34 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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