

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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

Inst # 2001-55947
12/20/2001-55947
12:43 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 110.00

BORROWER GREGORY D JACKSON DEBRA G JACKSON		MORTGAGOR GREGORY D JACKSON AND SPOUSE, DEBRA G JACKSON	
ADDRESS 2220 BANE BERRY DRIVE BIRMINGHAM, AL 35244		ADDRESS 2220 BANE BERRY DRIVE BIRMINGHAM, AL 35244	
TELEPHONE NO. (205) 987-2855	IDENTIFICATION NO. [REDACTED]	TELEPHONE NO. (205) 987-2855	IDENTIFICATION NO. [REDACTED]
ADDRESS OF REAL PROPERTY: 2220 BANE BERRY DRIVE BIRMINGHAM, AL 35244			

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

A. On February 16, 1994, 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 Forty Thousand and no/100

Do \$40,000.00

which Note is secured by a mortgage ("Mortgage") dated February 16, 1994, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on February 21, 1994 at INSTRUMENT #1994-5746 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 20, 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 20, 2001, the unpaid principal balance due under the Note was \$ 100,000.00, 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 11-20-2001, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$100,000.00, FROM \$40,000.00.

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.

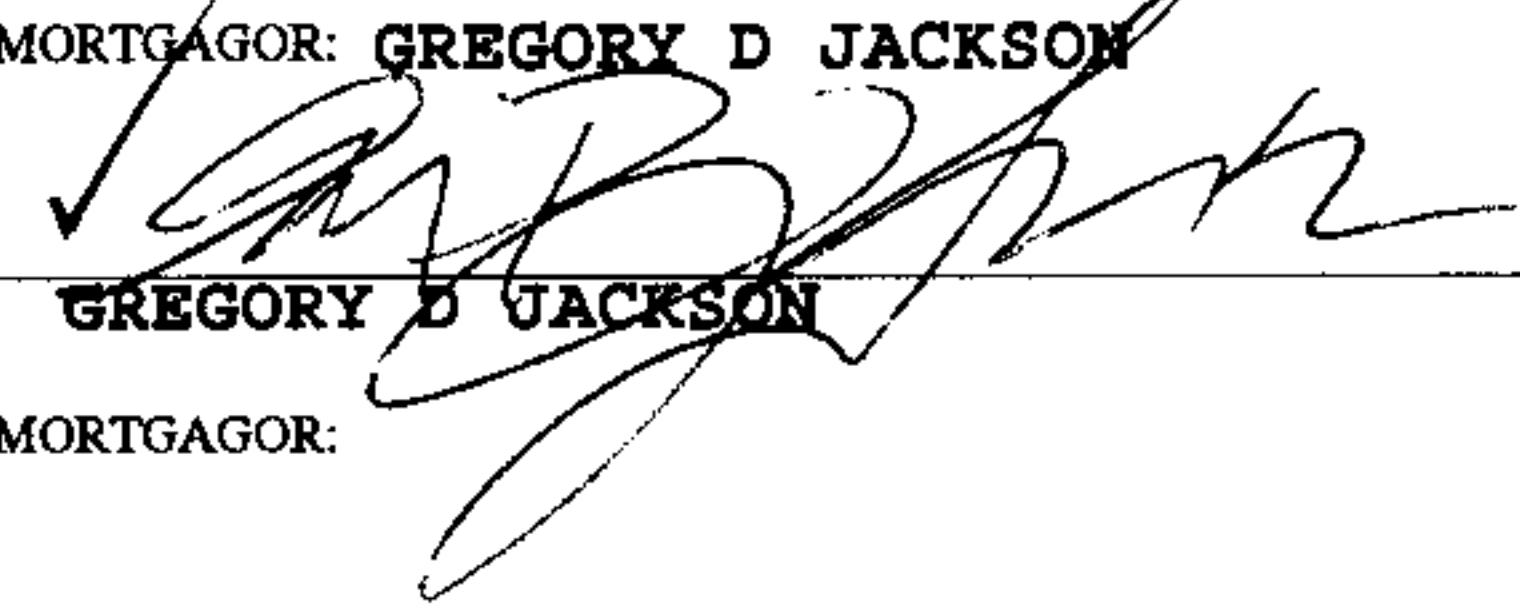
SCHEDULE A

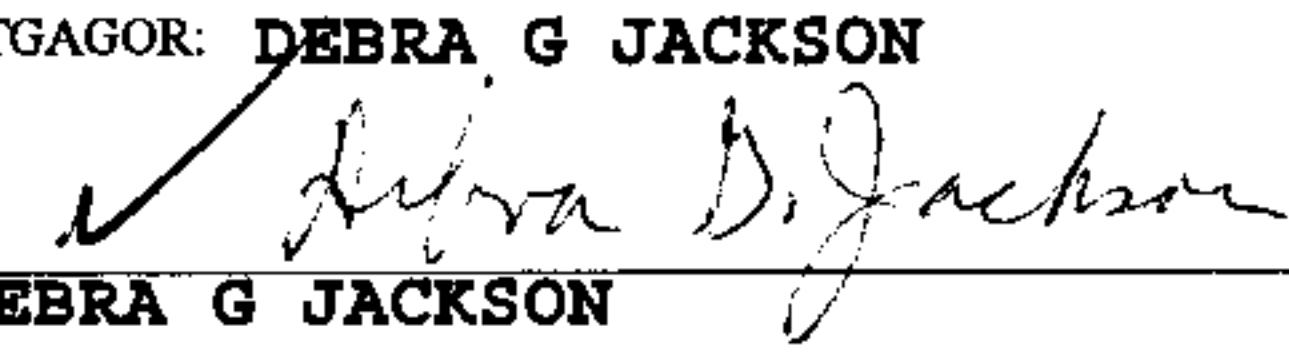
The following described real property located in the County of SHELBY, State of Alabama:

LOT 2311, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 23RD ADDITION, RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE 11, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: COMPASS BANK IN THE AMOUNT OF \$129,600.00, DATED 05-21-1987.

MORTGAGOR: GREGORY D JACKSON

GREGORY D JACKSON
MORTGAGOR:

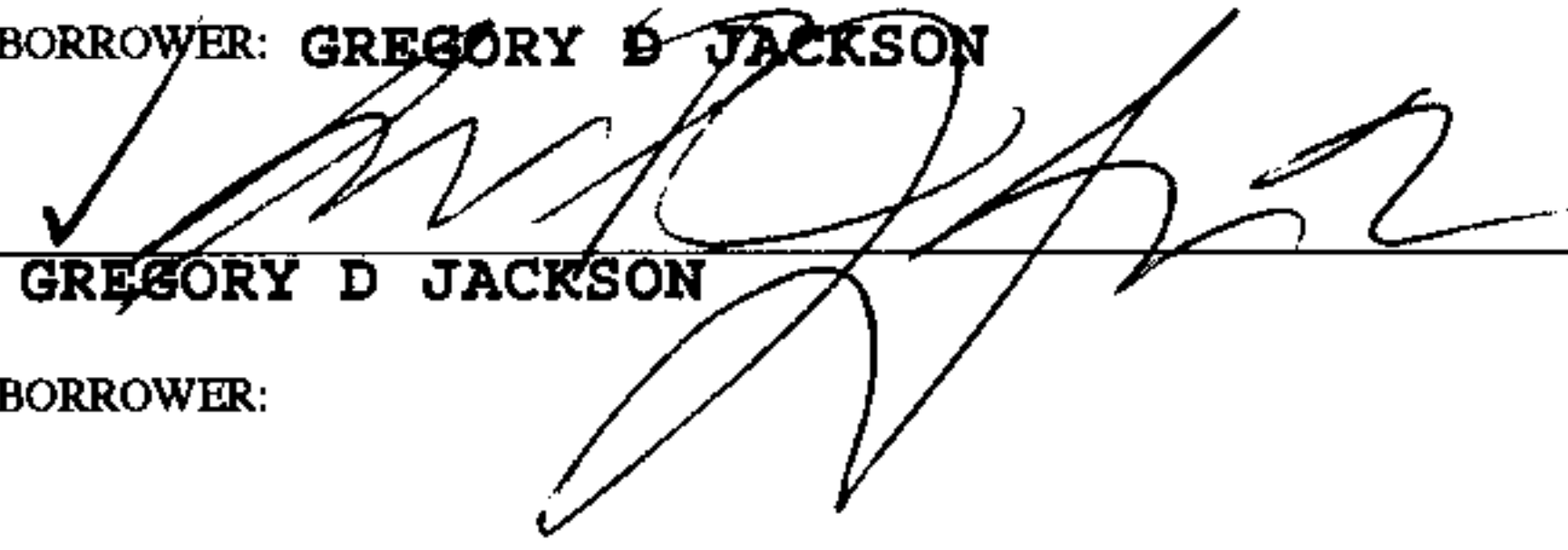
MORTGAGOR: DEBRA G JACKSON

DEBRA G JACKSON
MORTGAGOR:

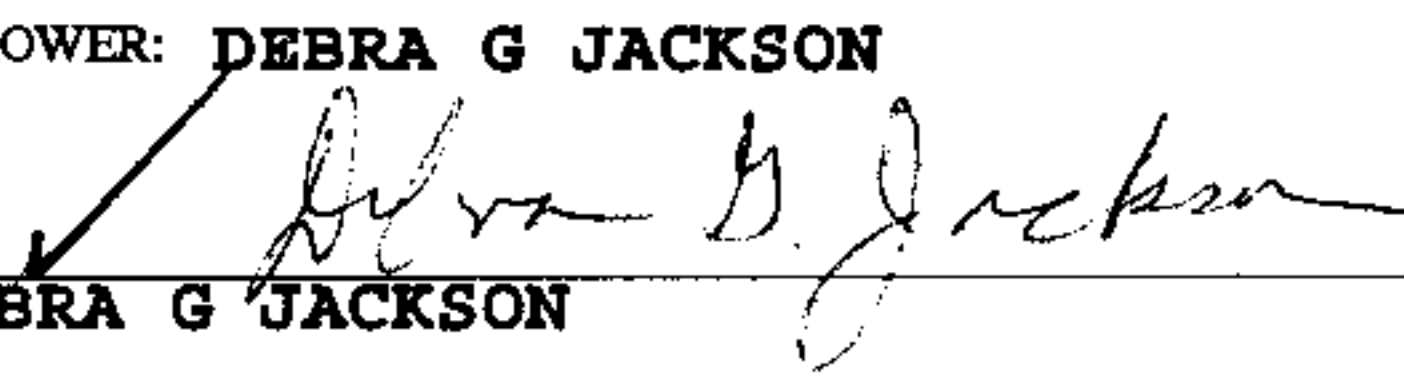
MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: GREGORY D JACKSON

GREGORY D JACKSON
BORROWER:

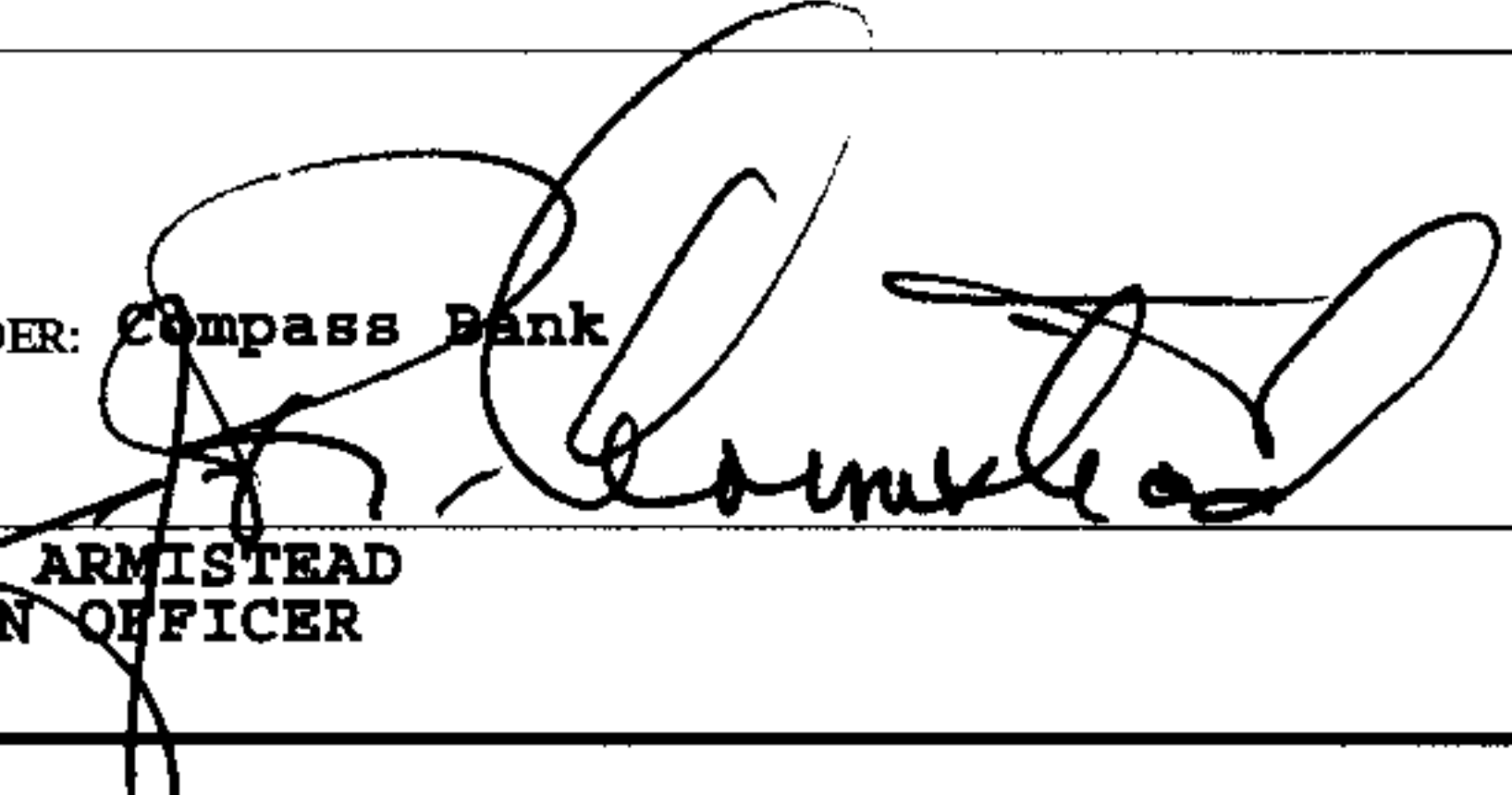
BORROWER: DEBRA G JACKSON

DEBRA G JACKSON
BORROWER:

BORROWER:

BORROWER:


BORROWER:

BORROWER:

LENDER: Compass Bank

By: J. R. 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 Gregory D. Jackson & Debra G. Jackson 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 20th day of NOV 2001
(Notarial Seal) 

State of Alabama)
County of _____)

MY COMMISSION EXPIRES AUGUST 5, 2004

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 # 2001-55947

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

12/20/2001-55947
12:43 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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