

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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

Inst # 2002-01710

01/09/2002-01710
 03:03 PM CERTIFIED
 FILED BY COUNTY JUDGE OF PROBATE 137.00

BORROWER		MORTGAGOR	
GEORGE T SMITH PAMELA G SMITH		GEORGE T SMITH, AND SPOUSE PAMELA G SMITH	
ADDRESS		ADDRESS	
4582 LAKE VALLEY HOOVER, AL 35244		4582 LAKE VALLEY HOOVER, AL 35244	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 4582 LAKE VALLEY HOOVER, AL 35244			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 18th day of December, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On March 13, 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 Thirty Five Thousand and no/100 Dollars 35,000.00

which Note is secured by a mortgage ("Mortgage") dated March 13, 1997, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on March 21, 1997 at BOOK 1197, PAGE 08739 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 December 18, 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 December 18, 2001, the unpaid principal balance due under the Note was \$ 80,000.00, 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 12-18-2001 THE LOAN MORTGAGE AMOUNT OF \$35,000.00 WAS INCREASED TO \$80,000.00.

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 29A, ACCORDING TO THE SURVEY OF SOUTHLAKE TOWNHOMES SECOND ADDITION, AS
RECORDED IN MAP BOOK 13, PAGE 66, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

SCHEDULE B

FIRST LIEN MORTGAGE GMAC IN THE AMOUNT OF \$114,000.00 DATED 9-24-1993.

MORTGAGOR: GEORGE T SMITH

MORTGAGOR: PAMELA G SMITH

George T. Smith
GEORGE T SMITH

Pamela G. Smith
PAMELA G SMITH

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: GEORGE T SMITH

BORROWER: PAMELA G SMITH

George T. Smith
GEORGE T SMITH

Pamela G. Smith
PAMELA G SMITH

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Adam Fox*
ADAM FOX
LOAN OFFICER

Alabama)
Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George T. Smith
and Pamela G. Smith
whose name(s) is/are signed to the foregoing instrument and

(Notarial Seal)

18

December 18, 2001
Kathleen Cupper
MY COMMISSION EXPIRES FEBRUARY 28, 2003

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 # 2002-01710

THIS DOCUMENT WAS PREPARED BY: NKECHI "KEEKEE" WILLIAMS

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.