

Inst # 2002-03347

01/18/2002-03347
11:57 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
004 MEL. 55.25

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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER		MORTGAGOR	
MOHAMMAD A KHALED F MAHNAZ KHALED		MOHAMMAD A KHALED, AND SPOUSE F MAHNAZ KHALED	
ADDRESS		ADDRESS	
6553 QUAIL RUN DRIVE PELHAM, AL 35124		6553 QUAIL RUN DRIVE PELHAM, AL 35124	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 6553 QUAIL RUN DRIVE PELHAM, AL 35124			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 9th day of January, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On April 19, 2000, 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 Four Thousand Five Hundred and no/100 Dollars 44,500.00

which Note is secured by a mortgage ("Mortgage") dated April 19, 2000, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on April 26, 2000 at BOOK 2000, PAGE 13551 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 January 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 January 09, 2002, the unpaid principal balance due under the Note was \$ 68,000.00, 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 1-9-2002 THE LOAN MORTGAGE AMOUNT OF \$44,500.00 WAS INCREASED TO \$68,000.00.

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** :

SEE ATTACHED EXHIBIT "A"

SCHEDULE B

FIRST LIEN MORTGAGE COMPASS BANK IN THE AMOUNT OF \$148,000.00 DATED 3-14-1998.

MORTGAGOR: MOHAMMAD A KHALED

✓ M. Abou Khaled
MOHAMMAD A KHALED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: F MAHNAZ KHALED

✓ F. Mahnaz Khaled
F MAHNAZ KHALED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: MOHAMMAD A KHALED

✓ M. Abou Khaled
MOHAMMAD A KHALED

BORROWER:

BORROWER:

BORROWER:

BORROWER: F MAHNAZ KHALED

✓ F. Mahnaz Khaled
F MAHNAZ KHALED

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: J. R. Armistead
J. R. ARMISTEAD
LOAN OFFICER

Alabama
Jefferson County;

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mohammad
A. Khaled and F. Mahnaz Khaled
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged this

9th day of January, 2007

(Notarial Seal)

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

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.



Jefferson Title Corporation

Revised Binder 01/03/2002

File Number: M54725

SCHEDULE A

Effective Date of This Commitment November 21, 2001 at 08:00AM

Policies to be issued:

Mortgage Policy \$68,000.00

Proposed Insured: Compass Bank Professional Executive Division and/or their respective successors and assigns, as their interest may appear

Present Owner: M. Abu Khaled and F. Mahnaz Khaled

Legal description:

Lot 3, according to the Survey of Quail Run, Phase 2, as recorded in Map Book 7, Page 113, in the Probate Office of Shelby County, Alabama.

SCHEDULE B - SECTION I Requirements

Showing defects and objections to be removed or eliminated; liens and encumbrances to be satisfied and discharged of record and requirements to be complied with before policy of title insurance can be issued without exception thereto.

Item 1. Proper instrument creating the interest or estate to be insured must be executed and duly filed for record, to-wit:

a. Execution and recordation, without intervening rights, of a mortgage by the present owner (and spouse, when required by law), to the insured, securing an indebtedness in the sum as shown in Schedule "A" hereof.

Item 2. Full consideration for the interest or estate to be insured must be paid to or for the account of grantors or mortgagors.

Item 3. Furnish satisfactory evidence that there are no outstanding mechanics' or materialmen's liens against the property. (Closer should examine parties carefully, and attach owners' and contractors' affidavits where there has been construction during the statutory period for liens).

Item 4. Payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable.

Item 5. Mortgage given by M. Abu Khaled and F. Mahnaz Khaled to Compass Bank, in the amount of \$44,600.00, dated April 19, 2000, filed April 26, 2000, and recorded in Instrument #2000-13551, in the Probate Office of Shelby County, Alabama, to be paid in full and properly satisfied of record or same to be released.

Item 6. Mortgage given by Mohammed A. Khaled and F. Mahnez Khaled to Compass Bank, in the amount

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