

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

Inst # 2002-11424
03/11/2002-11424
09:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
47.00
003 CH

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER		MORTGAGOR	
BRIAN C JONES KELLIE L MORAN-JONES		BRIAN C JONES, AND SPOUSE KELLIE L MORAN-JONES	
ADDRESS 1920 FOREST KNOLL DRIVE BIRMINGHAM, AL 35244		ADDRESS 1920 FOREST KNOLL DRIVE BIRMINGHAM, AL 35244	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: 1920 FOREST KNOLL DRIVE
BIRMINGHAM, AL 35244

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 23rd 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 January 06, 1999, 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 Thousand and no/100 Dollars (\$ 30,000.00),

which Note is secured by a mortgage ("Mortgage") dated January 06, 1999, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on October 22, 1999 at BOOK 8, PAGE 154 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 23, 2037, 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 23, 2002, the unpaid principal balance due under the Note was \$ 50,000.00, 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 1-23-2002 THE LOAN MORTGAGE AMOUNT OF \$30,000.00 WAS INCREASED TO \$50,000.00.

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 610, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 14TH ADDITION, AS
RECORDED IN MAP BOOK 8, PAGE 154, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

SCHEDULE B

FIRST LIEN MORTGAGE COMPASS BANK IN THE AMOUNT OF \$259,000.00 DATED 10 _____ 1996.

MORTGAGOR: BRIAN C JONES

BRIAN C JONES

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: BRIAN C JONES

BRIAN C JONES

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: KELLIE L MORAN-JONES

KELLIE L MORAN-JONES

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: KELLIE L MORAN-JONES

KELLIE L MORAN-JONES

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By:

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 Brian C Jones
and Kellie L. Moran-Jones
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 23rd day of January, 2002
(Notarial Seal) James Henden

Notary Public

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 # 2002-11424

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.