

77-2000261948

CC# 01315

⓪# 01213

After Recordation Return to:
Compass Bank
P O Box 10566
Birmingham, AL 35233

MODIFICATION AND EXTENSION OF MORTGAGE

BORROWER		MORTGAGOR	
SAMMY J LEE		SAMMY J LEE, AND WIFE PENELOPE FENTON	
ADDRESS		ADDRESS	
3215 GLASGOW CIRCLE BIRMINGHAM, AL 35242		3215 GLASGOW CIRCLE BIRMINGHAM, AL 35242	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 3215 GLASGOW CIRCLE BIRMINGHAM, AL 35242			

Inst # 2002-18590

04/22/2002-18590
12:55 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

003 MSB 50.00

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 11th day of March, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On April 15, 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 Sixty Three Thousand and no/100 Dollars 63,000.00

which Note is secured by a mortgage ("Mortgage") dated April 15, 1997, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on April 22, 1997 at BOOK # 1997 PAGE # 12433 in the records of the SHELBY COUNTY RECORDERS OFFICE 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 March 11, 2037, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly.

2. ADDITIONAL MODIFICATIONS.

The Note and Mortgage are further modified as follows:
EFFECTIVE MARCH 11, 2002 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$ 85,000 FROM \$63,000

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.

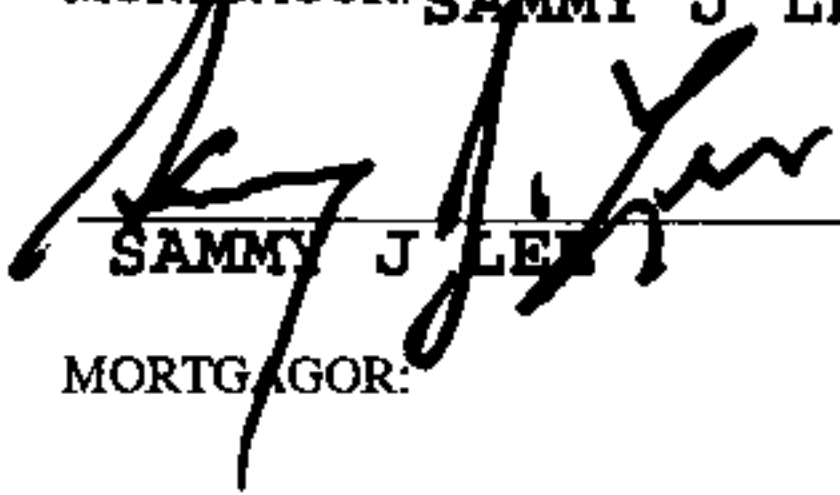
SCHEDULE A

The following described real property located in the County of **SHELBY**, State of **Alabama**:
**LOT 7A, ACCORDING TO THE RESURVEY OF LOTS 5, 6 & 7, FIRST ADDITION TO KERRY DOWNS,
AS RECORDED IN MAP BOOK 8, PAGE 31, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.**

SCHEDULE B

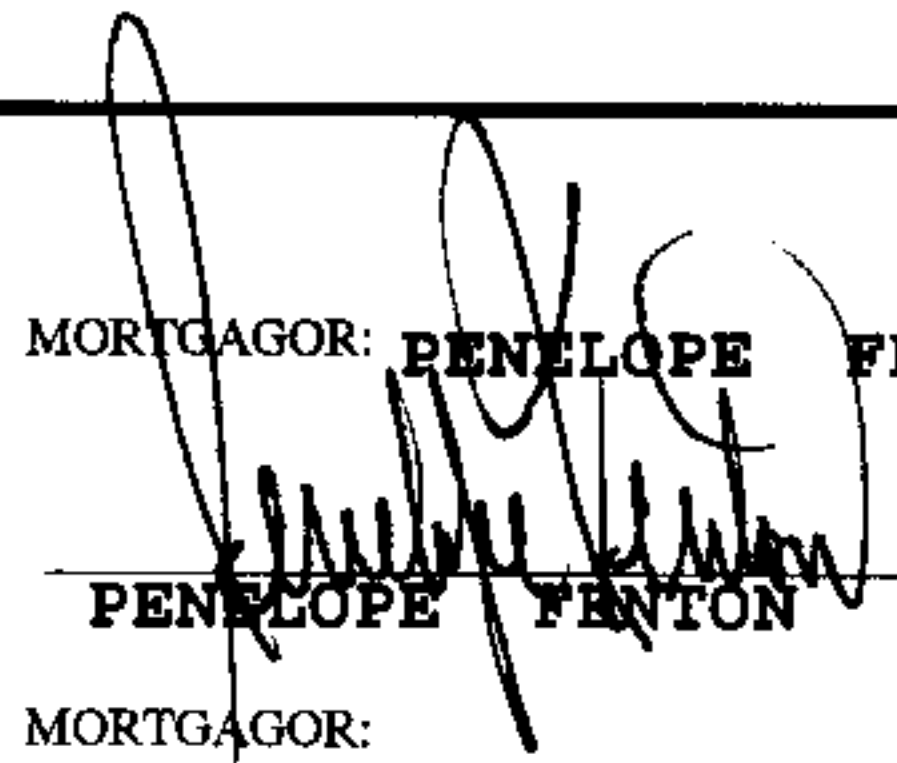
1ST LIEN MORTGAGE: REGIONS, IN THE AMOUNT OF \$ 75,000 DATED 6/2001

MORTGAGOR: **SAMMY J LEE**



SAMMY J LEE
MORTGAGOR:

MORTGAGOR: **PENELOPE FENTON**



PENELOPE FENTON
MORTGAGOR:

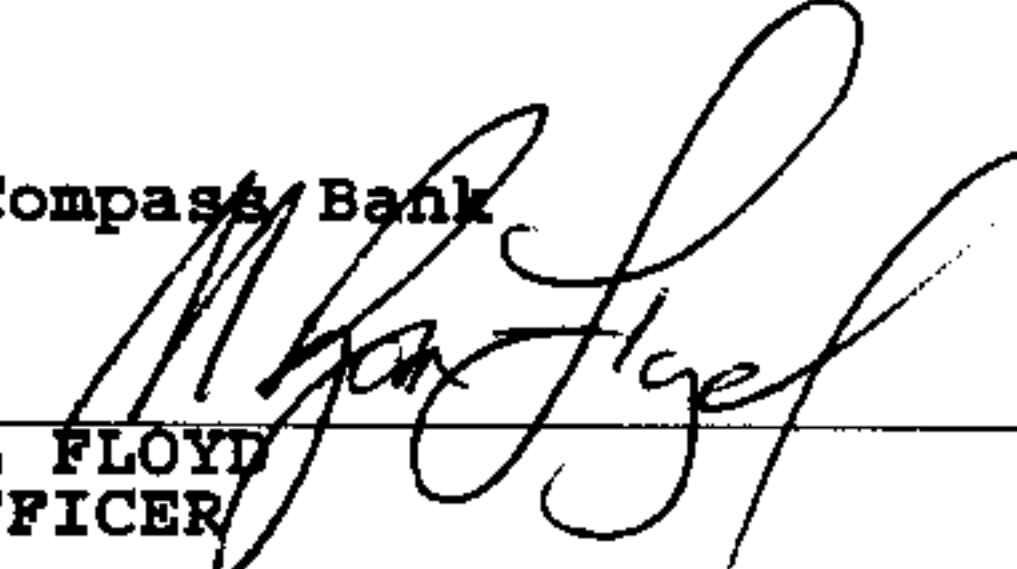
MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

LENDER: **Compass Bank**

By: 

MICHAEL FLOYD
LOAN OFFICER

THIS DOCUMENT WAS PREPARED BY: VICKIE GURLEY, AN EMPLOYEE OF Compass Bank

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

ADDITIONALACKNOWLEDGMENTS

Inst # 2002-18590

04/22/2002-18590

12:55 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MSB 50.00

INDIVIDUAL

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
Sammy Lee

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 22 day of March, 2002.

(Notarial Seal)

T. J. Chesnut

Notary Public

MY COMMISSION EXPIRES JUNE 14, 2005

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

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 _____ day of _____, _____.

(Notarial Seal)

Notary Public

CORPORATE/PARTNERSHIP

STATE OF ALABAMA)

_____ COUNTY)

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

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