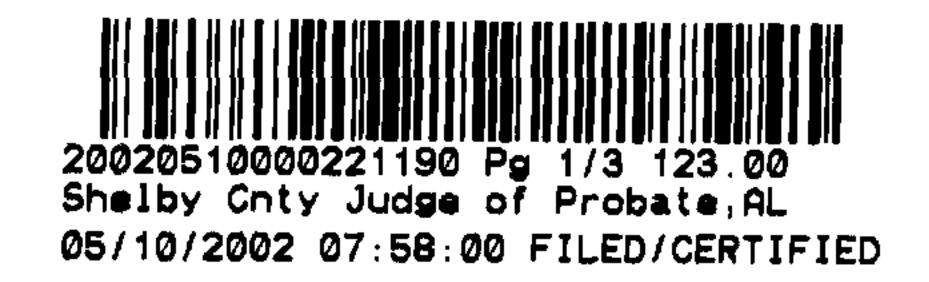
77-2000061116 315 CC



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

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

LYNN R PERRY MARGARET A PERRY	MORTGAGOR LYNN R PERRY, AND HIS WIFE MARGARET ANN PERRY, AKA MARGARET A PERRY
3400 AUTUMN HAZE LANE BIRMINGHAM, AL 35242	ADDRESS  3400 AUTUMN HAZE LANE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 3400 AUTUMN HAZE BIRMINGHAM, AL	· ·
THIS MODIFICATIONAND EXTENSION OF PROMISSO	RY NOTE/MORTGAGE, dated the 15th day of April, 2002
is executed by and between the parties identified above and 35233	Compass Bank , 15 South 20th Street, Birmingham, AL ("Lender").
<del></del>	ender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or
agreement ("Note") payable to Lender in the original principal amo	
····	Doff Dr. 000.00
which Note is secured by a mortgage ("Mortgage") dated	March 15, 1990, executed by Mortgagor for the benefit of
Lender and encumbering the real property described on Scheat BOOK/PAGE: 282/860	dule A ("Property"), and recorded on <u>March 20, 1990</u> _ in the records of the SHELBY COUNTY
	County, Alabama. The Note and Mortgage and any other related
documents are hereafter cumulatively referred to as the "Loan Doc	
B. The Note and Mortgage are hereby modified as follows:	
1. TERMS OF REPAYMENT.	
The maturity date of the Note is extended to Apr	il 15, 2037 , at which time all outstanding sums
	ne Mortgage is modified accordingly. The parties acknowledge and agree that, as of
	balance due under the Note was \$ _ 70,000.00, 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 4-15-2002 THE MORTGAGE LOAS \$60,000.00.	N AMOUNT WAS INCREASED TO \$70,000.00 FROM

## 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	,
	BOOK 6, PAGE		HE JUDGE OF PROBATE OF SHELBY	

SCHEDULE B

TGAGOR: LYNN R PERRY	MORTGAGOR: MARGARET A	PERRY
YNN-R PERRY	MARGARAT A PERRY	- Derry
TGAGOR:	MORTGAGOR:	20020510000221190 Pg 3/3 123 Shelby Cnty Judge of Probate 05/10/2002 07:58:00 FILED/CE
TGAGOR:	MORTGAGOR	
rgagor:	MORTGAGOR:	
OWER: LYNN R PERRY  NN R PERRY	BORROWER: MARGARET A I	PERRY
ROWER:	BORROWER:	
OWER:	BORROWER:	
	<del></del>	
OWER:	BORROWER:	
	LENDER: Compass Bank	
	By: J. O. C. S. T. DICHIARA ORIGINATOR	
State of Alabama )		
County of $\frac{5helb}{}$		/ n /
I, the undersigned, a Notary Public in and for said Common whose name(s) is/are signed to the foregoing instrument that, being informed of the contents of the instrument, the date.  Given under my hand and official seal this	t and who is/are known to me, acknown they/he/she executed the same volunt $\frac{A}{A} = \frac{A}{A} = $	tarily on the day the same bears  1.0. Chian
State of Alabama )	Notary	Public
County of)		
I, the undersigned, a Notary Public in and for said Co	ounty, in said State, hereby certify that	
whose name(s) as		
to me, acknowledged before me on this day that, being in and with full au		
Given under my hand and official seal this	day of	••
(Notarial Seal)	—····	
	day ofNotary	

THIS DOCUMENT WAS PREPARED BY: CANDI MILLS, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.