

77-20006116
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After Recordation Return to:
COMPASS BANK
P. O. Box 10566
Birmingham, AL 35296

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

BORROWER LYNN R PERRY MARGARET A PERRY	MORTGAGOR LYNN R PERRY, AND HIS WIFE MARGARET ANN PERRY, AKA MARGARET A PERRY
ADDRESS 3400 AUTUMN HAZE LANE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.	ADDRESS 3400 AUTUMN HAZE LANE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 3400 AUTUMN HAZE LANE BIRMINGHAM, AL 35242	

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

A. On March 15, 1990, 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 Thousand and no/100 Dollars, 60,000.00

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 Schedule A ("Property"), and recorded on March 20, 1990 at BOOK/PAGE: 282/860 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 April 15, 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 April 15, 2002, the unpaid principal 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 LOAN AMOUNT WAS INCREASED TO \$70,000.00 FROM \$60,000.00.

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 4, BLOCK 1, ACCORDING TO THE PLAT OF APPLECROSS, A SUBDIVISION OF INVERNESS, AS
RECORDED IN MAP BOOK 6, PAGE 42, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY
COUNTY, ALABAMA.

SCHEDULE B

MORTGAGOR: LYNN R PERRY

Lynn R. Perry
LYNN R PERRY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: LYNN R PERRY

Lynn R. Perry
LYNN R PERRY

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: MARGARET A PERRY

Margaret A. Perry
MARGARET A PERRY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: MARGARET A PERRY

Margaret A. Perry
MARGARET A PERRY

BORROWER:

BORROWER:

BORROWER:

20020510000221190 Pg 3/3 123.00
Shelby Cnty Judge of Probate, AL
05/10/2002 07:58:00 FILED/CERTIFIED

LENDER: Compass Bank

By: T. D'Chiara
T DICHARA
ORIGINATOR

State of Alabama)
County of Shelby)
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lynn R. Perry
Margaret A. Perry
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 15 day of April, 2002
(Notarial Seal) T. D'Chiara
MY COMMISSION EXPIRES JUNE 14, 2005 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

THIS DOCUMENT WAS PREPARED BY: CANDI MILLS, AN EMPLOYEE OF COMPASS BANK
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.