

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

01314
77-2000324 886
**MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE**

BORROWER JEANIE B TURNER	MORTGAGOR JEANIE B TURNER, AN UNMARRIED WOMAN
ADDRESS 500 CREEKVIEW DRIVE PELHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.	ADDRESS 500 CREEKVIEW DRIVE PELHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 500 CREEKVIEW DRIVE PELHAM, AL 35124	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 22nd 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 July 27, 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 Seven Thousand Three Hundred and no/100 Dollars 7,300.00

which Note is secured by a mortgage ("Mortgage") dated July 27, 1999, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on instrument 1999-31334 at SHELBY in the records of the SHELBY COUNTY RECORDER'S 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 22, 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 March 22, 2002, the unpaid principal balance due under the Note was \$ 17,300.00, 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 03/22/02 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$17,300.00 FROM \$7,300.00

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 1, BLOCK 3, ACCORDING TO THE OAK MOUNTAIN ESTATES AS RECORDED IN MAP BOOK 5, PAGE 57 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; ALSO PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 20, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE MORE WESTERLY CORNER OF LOT 1, 145 FEET TO A POINT ON THE SW LINE OF LOT 2, IN SAID SURVEY THENCE AN ANGLE TO THE LEFT 90 DEGREES AND NORTHWESTERLY ALONG THE SW LINE OF LOT 2 27.5 FEET THENCE AN ANGLE TO THE LEFT 90 DEGREES AND RUN SOUTHWESTERLY A DISTANCE OF 145 FEET TO A POINT ON THE NE RIGHT OF WAY OF BEARDEN ROAD; THENCE AN ANGLE TO THE LEFT OF 90 DEGREES AND SOUTHEASTERLY 27.5 FEET TO THE POINT OF BEGINNING BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: COMMERCIAL IN THE AMOUNT OF \$83,078.00 DATED 10/98

MORTGAGOR: JEANIE B TURNER

MORTGAGOR:

20020510000221230 Pg 3/3 42.95
Shelby Cnty Judge of Probate, AL
05/10/2002 08:20:00 FILED/CERTIFIED

Jeanie B Turner
JEANIE B TURNER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: JEANIE B TURNER

BORROWER:

Jeanie B Turner
JEANIE B TURNER

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Phillip Baker*
PHILLIP BAKER
LOAN ORIGINATOR

State of Alabama)

County of *Sperson*)

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

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) *Jeanie B Turner*

Notary Public

State of Alabama)

County of *Sperson*)

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

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 *22* day of *March*, *2002*
(Notarial Seal)

Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 11, 2003
BONDED THREE NOTARY PUBLIC UNDERWRITERS

THIS DOCUMENT WAS PREPARED BY: CANDICE BEARDEN, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.