



77-2100104675

01315

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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER REBECCA A MUELLER KIRK MULLER	MORTGAGOR REBECCA A MUELLER, AND HUSBAND KIRK R MUELLER AKA KIRK MUELLER
ADDRESS 3112 MEMORY BROOK CIRCLE BIRMINGHAM, AL 35242 <small>TELEPHONE NO. IDENTIFICATION NO.</small>	ADDRESS 3112 MEMORY BROOK CIRCLE BIRMINGHAM, AL 35242 <small>TELEPHONE NO. IDENTIFICATION NO.</small>
ADDRESS OF REAL PROPERTY: 3112 MEMORY BROOK CIRCLE BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 12th 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 September 13, 2001, 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 Twenty Thousand and no/100 Dollars.

which Note is secured by a mortgage ("Mortgage") dated September 13, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on September 5, 2001 at Instrument 2001-41002 in the records of the Judge of Probate 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 12, 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 12, 2002, the unpaid principal balance due under the Note was \$ 45,000.00, 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 MARCH 12, 2002 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$45,000 FROM \$20,000

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 10-A, ACCORDING TO A RESURVEY OF LOTS 10, 11, 12 AND 13 OF AMENDED MAP OF HICKORY RIDGE SUBDIVISION, AS RECORDED IN MAP BOOK 16, PAGE 111, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.

SCHEDULE B

1ST LIEN MORTGAGE: BANK OF AMERICA, IN THE AMOUNT OF \$ 180,000 DATED 12/1995

MORTGAGOR: REBECCA A MUELLER

Rebecca A Mueller
REBECCA A MUELLER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: REBECCA A MUELLER

Rebecca A Mueller
REBECCA A MUELLER

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: KIRK MULLER

Kirk Muller
KIRK MULLER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: KIRK MULLER

Kirk Muller
KIRK MULLER

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Matthew K Dodson*
MATTHEW K DODSON
LOAN OFFICER

State of Alabama)
County of Shelby)

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

Kirk Muller & Rebecca Muller
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 15th day of March, 2002.
(Notarial Seal)

Johna Smith
Notary Public

State of Alabama)
County of Shelby)

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

Kirk Muller & Rebecca Muller
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 15th day of March, 2002.
(Notarial Seal)

Johna Smith
Notary Public



THIS DOCUMENT WAS PREPARED BY: VICKIE GURLEY, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.