

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

01341

**MODIFICATION AND EXTENSION
 OF MORTGAGE**

77-2100155560

BORROWER MICHAEL F MCGINNIS		MORTGAGOR MICHAEL F MCGINNIS, AND WIFE KARON C MCGINNIS	
ADDRESS 2452 LANCASTER CIR HOOVER, AL 35242 TELEPHONE NO. IDENTIFICATION NO.		ADDRESS 2452 LANCASTER CIR HOOVER, AL 35242 TELEPHONE NO. IDENTIFICATION NO.	
ADDRESS OF REAL PROPERTY: 2452 LANCASTER CIR HOOVER, AL 35242			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 19th 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 January 23, 2002, 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 Fifty Thousand and no/100 Dollars 50,000.00

which Note is secured by a mortgage ("Mortgage") dated January 23, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on September 01, 1993 at BOOK 1993 PAGE 26448 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 19, 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 3/19/2002 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$100,000.00 FROM \$50,000.00.

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 2, ACCORDING TO THE SURVEY OF ALTADENA WOODS, FOURTH SECTOR AS RECORDED IN MAP BOOK 10, PAGE 62, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

1ST LIEN MORTGAGE, GMAC, IN THE AMOUNT OF \$127,000.00 DATED 8/1993.

MORTGAGOR: **MICHAEL F MCGINNIS**

Michael F McGinnis

MICHAEL F MCGINNIS

MORTGAGOR:

MORTGAGOR: **KARON C MCGINNIS**

Karon C McGinnis

KARON C MCGINNIS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

LENDER: **Compass Bank**

By: *Linda Ring*

LINDA RING
LOAN OFFICER

THIS DOCUMENT WAS PREPARED BY: SHELBY DEASEE, AN EMPLOYEE OF Compass Bank

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

ADDITIONALACKNOWLEDGMENTS

20020510000221250 Pg 3/3 92.00
Shelby Cnty Judge of Probate, AL
05/10/2002 08:25:00 FILED/CERTIFIED

INDIVIDUAL

STATE OF ALABAMA)

Shelby COUNTY)

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

Michael F McGinnis & Karol C McGinnis

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 19th day of March, 2002

(Notarial Seal)

[Signature]

Notary Public

MY COMMISSION EXPIRES NOVEMBER 20, 2004

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