

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

**MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE**

77-2000259058 0004

BORROWER ELISHA K KIRKPATRICK DANNY S KIRKPATRICK	MORTGAGOR ELISHA M KIRKPATRICK, AKA ELISHA K KIRKPATRICK, AND HER HUSBAND DANNY S KIRKPATRICK
ADDRESS 3022 FOREST MEADOWS CIRCLE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.	ADDRESS 3022 FOREST MEADOWS CIRCLE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 3022 FOREST MEADOWS CIRCLE BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 25th 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 February 27, 1997, 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 Three Thousand Seven Hundred and no/100 Dollars (\$ 23,700.00), which Note is secured by a mortgage ("Mortgage") dated February 27, 1997, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on March 05, 1997 at INSTRUMENT #1997-6805 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 25, 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 25, 2002, the unpaid principal balance due under the Note was \$ 43,000.00, 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 4-25-2002 THE LOAN MORTGAGE AMOUNT WAS INCREASED TO \$43,000 FROM 23,700.

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 29, ACCORDING TO THE SURVEY OF OAK MEADOWS, 1ST SECTOR, AS RECORDED IN MAP BOOK 20, PAGE 71, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: BANK OF OKLAHOMA IN THE AMOUNT OF \$208,000.00 DATED OCTOBER OF 1998.

Handwritten signature and initials, possibly "MR" and "DK", in the bottom right corner.

MORTGAGOR: ELISHA K KIRKPATRICK
Elisha K Kirkpatrick
ELISHA K KIRKPATRICK
MORTGAGOR:

MORTGAGOR: DANNY S KIRKPATRICK
Danny S Kirkpatrick
DANNY S KIRKPATRICK
MORTGAGOR: 20020520000237050 Pg 3/3 82.50
Shelby Cnty Judge of Probate, AL
05/20/2002 12:29:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: ELISHA K KIRKPATRICK
Elisha K Kirkpatrick
ELISHA K KIRKPATRICK
BORROWER:

BORROWER: DANNY S KIRKPATRICK
Danny S Kirkpatrick
DANNY S KIRKPATRICK
BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank
By: *Linda Ring*
LINDA RING
ORIGINATOR

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) 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

State of Alabama)
County of *Shelby*)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____
whose name(s) as *Elisha K Kirkpatrick & Danny Kirkpatrick*
of _____, a *they* 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 *25th* day of *April*, *2002*
(Notarial Seal) *Linda Ring*

Notary Public

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