

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

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

77-2100097788 01317

BORROWER STANLEY T CROCKETT, JR JAIME CROCKETT		MORTGAGOR S TED CROCKETT, JR, AND WIFE JAMIE G CROCKETT, AKA JAIME CROCKETT	
ADDRESS 4347 LAKESHORE COVE BIRMINGHAM, AL 35242		ADDRESS 4347 LAKESHORE COVE BIRMINGHAM, AL 35242	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 4347 LAKESHORE COVE BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 30th 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 August 22, 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 Eighty Eight Thousand and no/100 Dollars, \$88,000.00

which Note is secured by a mortgage ("Mortgage") dated August 22, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on September 17, 2001 at INSTRUMENT NO. 2001-40032 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 April 30, 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 30, 2002, the unpaid principal balance due under the Note was \$ 100,000.00, 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 APRIL 30, 2002 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$100,000 FROM \$88,000

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 21, ACCORDING TO THE SURVEY OF FOWLER'S LAKE ESTATES AS RECORDED IN MAP BOOK 3, PAGE 148, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

1ST LIEN MORTGAGE: CHASE, IN THE AMOUNT OF \$188,000 DATED 2/1997



MORTGAGOR: STANLEY T CROCKETT, JR

MORTGAGOR: JAIME CROCKETT

STANLEY T CROCKETT, JR

JAIME CROCKETT

MORTGAGOR:

MORTGAGOR:

20020528000249900 Pg 3/3 36.00
Shelby Cnty Judge of Probate, AL
05/28/2002 13:49:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: STANLEY T CROCKETT, JR

BORROWER: JAIME CROCKETT

STANLEY T CROCKETT, JR

JAIME CROCKETT

BORROWER:

BORROWER:

BORROWER:

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BORROWER:

BORROWER:

LENDER: Compass Bank

By: T. Dichiaro
TONY DICHIAARA
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

Stanley T. and
Jaime Crockett

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 30 day of April, 2002.

(Notarial Seal)

T. Dichiaro

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 _____,

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: VICKIE GURLEY, 100 GREENSPRINGS HWY BHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.