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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<p>BORROWER LAVERNE D SIMONIN, TRUSTEE OF THE SIMONIN REVOCABLE TRUST DATED 01-09-2001. MARY A SIMONIN, TRUSTEE OF THE SIMONIN REVOCABLE TRUST DATED 01-09-2001.</p> <p>ADDRESS 1045 SOUTH LAKE COVE BIRMINGHAM, AL 35244</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>	<p>MORTGAGOR LAVERNE D SIMONIN, TRUSTEE OF THE SIMONIN REVOCABLE TRUST DATED 01-09-2001. MARY A SIMONIN, TRUSTEE OF THE SIMONIN REVOCABLE TRUST DATED 01-09-2001.</p> <p>ADDRESS 1045 SOUTH LAKE COVE BIRMINGHAM, AL 35244</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>
<p>ADDRESS OF REAL PROPERTY: 1045 SOUTH LAKE COVE BIRMINGHAM, AL 35244</p>	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 1st day of May, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On October 07, 1996, 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 Five Thousand and no/100 Dollars (\$ 25,000.00), which Note is secured by a mortgage ("Mortgage") dated October 07, 1996, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on October 16, 2002 at BOOK #1996 PAGE #34480 in the records of the PROBATE OFFICE OF SHELBY COUNTY of JEFFERSON 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 May 01, 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 May 01, 2002, the unpaid principal balance due under the Note was \$ 35,000.00, 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 05-01-2002 THE MORTGAGE LOAN AMOUNT WAS INCREASED FROM \$25,000.00 TO \$35,000.00.

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 ~~JEFFERSON~~ *Shelby*, State of Alabama

LOT 10, ACCORDING TO THE SURVEY OF SOUTHLAKE COVE AS RECORDED IN MAP BOOK 12, PAGE 98 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: WELLS FARGO, IN THE AMOUNT OF \$165,000.00 DATED JANUARY

MORTGAGOR: LAVERNE D SIMONIN, TRUSTEE OF THE SIMONIN REVOCABLE TRUST DATED
Laverne D Simonin Trustee of the
01-09-2001 Simonin Revocable Trust dated
MORTGAGOR: LAVERNE D SIMONIN, AN INDIVIDUAL 1-9-01
Laverne D Simonin

MORTGAGOR:

MORTGAGOR:

BORROWER: LAVERNE D SIMONIN, TRUSTEE OF THE SIMONIN REVOCABLE TRUST DATED
Laverne D Simonin Trustee of the
01-09-2001 Simonin Revocable Trust dated
BORROWER: LAVERNE D SIMONIN, AN INDIVIDUAL 1-9-01
Laverne D Simonin

BORROWER:

BORROWER:

MORTGAGOR: MARY A SIMONIN, TRUSTEE OF THE SIMONIN REVOCABLE TRUST DATED
Mary A Simonin Trustee of the
01-09-2001 Simonin Revocable Trust dated
MORTGAGOR: MARY A SIMONIN, AN INDIVIDUAL 1-9-01
Mary A Simonin

MORTGAGOR

20020528000249910 Pg 3/3 33.00
Shelby Cnty Judge of Probate, AL
05/28/2002 13:51:00 FILED/CERTIFIED

MORTGAGOR:

BORROWER: MARY A SIMONIN, TRUSTEE OF THE SIMONIN REVOCABLE TRUST DATED
Mary A Simonin Trustee of the
01-09-2001 Simonin Revocable Trust dated
BORROWER: MARY A SIMONIN, AN INDIVIDUAL 1-9-01
Mary A Simonin

BORROWER:

BORROWER:

LENDER: Compass Bank

By: Jamie H Rabbe
JAMIE LABELLO
LOAN OFFICER

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Laverne D. Simonin and Mary A. Simonin 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 May, 2002
(Notarial Seal) Jamie H Rabbe

Notary Public
MY COMMISSION EXPIRES MARCH 20, 2004

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: KEVIN BURRUS, COMPASS BANK, 100 GREENSPRINGS HWY, BIRMINGHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.