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

\$123.00
Shelby County,
Al

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER	MORTGAGOR
C ASHLEY BAKER CHERYL A BAKER	C ASHLEY BAKER, AND WIFE CHERYL A BAKER A/K/A CHERYL COATS BAKER
ADDRESS 1090 ASHFORD LANE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.	ADDRESS 1090 ASHFORD LANE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 1090 ASHFORD LANE BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 6th 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 July 24, 1998, 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 Forty Eight Thousand One Hundred and no/100 ~~48,100.00~~

which Note is secured by a mortgage ("Mortgage") dated July 24, 1998, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on July 28, 1998 at BOOK 1998 PAGE 28654 in the records of the SHELBY COUNTY RECORDER'S 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 May 06, 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 06, 2002, the unpaid principal balance due under the Note was \$ 70,000.00, 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 05/06/02 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$70,000.00 FROM \$48,100.00

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 1157 ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 11TH SECTOR, PHASE II, AN
EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 22, PAGE 36, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: HIBERNIA IN THE AMOUNT OF \$227,000.00 DATED 07/98

MORTGAGOR: C ASHLEY BAKER
C Ashley Baker
C ASHLEY BAKER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: C ASHLEY BAKER
C Ashley Baker
C ASHLEY BAKER

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: CHERYL A BAKER
Cheryl A Baker
CHERYL A BAKER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: CHERYL A BAKER
Cheryl A Baker
CHERYL A BAKER

BORROWER:

BORROWER:

BORROWER:

20020605000265060 Pg 3/3 123.00
Shelby Cnty Judge of Probate,AL
06/05/2002 14:43:00 FILED/CERTIFIED

LENDER: Compass Bank
By: Tony Dichiara
TONY DICHARA
LOAN ORIGINATOR

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. Ashley and Cheryl Baker

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 6 day of May, 02.

(Notarial Seal)

T. Dichiara
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 _____, 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 _____ day of _____, _____.

(Notarial Seal)

Notary Public

THIS DOCUMENT WAS PREPARED BY: CANDICE BEARDEN, 100 GREENSPRINGS HWY BIRMINGHAM, AL 35209
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.