



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

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<b>BORROWER</b> REX D HOLLIS		<b>MORTGAGOR</b> REX D HOLLIS, AN UNMARRIED PERSON	
<b>ADDRESS</b> 2121 SOUTHWIND CIRCLE BIRMINGHAM, AL 35244 <b>TELEPHONE NO.</b> <b>IDENTIFICATION NO.</b>		<b>ADDRESS</b> 2121 SOUTHWIND CIRCLE BIRMINGHAM, AL 35244 <b>TELEPHONE NO.</b> <b>IDENTIFICATION NO.</b>	
<b>ADDRESS OF REAL PROPERTY:</b> 2121 SOUTHWIND CIRCLE BIRMINGHAM, AL 35244			

**THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE**, dated the 11th day of June, 2002,  
is executed by and between the parties identified above and Compass Bank , 15 South 20th Street, Birmingham, AL  
35233 ("Lender").

A. On January 24, 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 One Hundred Thousand and no/100 Dollars (\$ 100,000.00),

which Note is secured by a mortgage ("Mortgage") dated January 24, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on February 21, 2002 at BOOK 200220524, PAGE 000246570 in the records of the SHELBY COUNTY, ALABAMA 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 June 11, 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 June 11, 2002, the unpaid principal balance due under the Note was \$ 650,000.00, 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 06-11-2002, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$650,000.00, FROM \$100,000.00.

### 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 78, ACCORDING TO THE SURVEY OF SOUTHLAKE FIRST ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 31, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**SCHEDULE B**

FIRST LIEN MORTGAGE: COMPASS BANK IN THE AMOUNT OF \$650,000.00, DATED 06-11-2002.

MORTGAGOR: REX D HOLLIS

MORTGAGOR:

20020620000290740 Pg 3/3 992.00  
Shelby Cnty Judge of Probate, AL  
06/20/2002 15:16:00 FILED/CERTIFIED

Rex D. Hollis  
REX D HOLLIS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: REX D HOLLIS

BORROWER:

Rex D. Hollis  
REX D HOLLIS

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: Gary Bishop  
GARY BISHOP  
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 Rex D.  
Hollis a single man  
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 11 day of June, 2002  
(Notarial Seal)

Priscilla M. McLane  
Notary Public  
10-28-03

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: COMPASS BANK  
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.