

33006
Shelby

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

77-2000472982 01301

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

BORROWER BEVERLY WARREN LYNCH		MORTGAGOR BEVERLY WARREN LYNCH, A/K/A DR. BEVERLY LOUISE WARREN, A SINGLE PERSON	
ADDRESS 6170 VALLEY STATION CIRCLE PELHAM, AL 35124		ADDRESS 6170 VALLEY STATION CIRCLE PELHAM, AL 35124	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: 6170 VALLEY STATION CIRCLE
PELHAM, AL 35124

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 20th 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 02, 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 Thousand and no/100 Dollars (\$ 40,000.00), which Note is secured by a mortgage ("Mortgage") dated October 02, 1998, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on October 09, 1998 at BOOK 1998/ PAGE 39727 in the records of the PROBATE OFFICE 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 May 20, 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 20, 2002, the unpaid principal balance due under the Note was \$ 50,000.00, 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 05/20/2002 HE MORTGAGE AMOUNT WAS INCREASED FROM \$40,000.00 TO \$50,000.00

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 47, ACCORDING TO THE SURVEY OF QUAIL RUN, PHASE 3 AS RECORDED INMAP BOOK 7,
PAGE 159 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

1ST LIEN MORTGAGE: COMPASS, IN THE AMOUNT OF \$85,000.00 DATED 12/98.

MORTGAGOR: BEVERLY WARREN LYNCH

MORTGAGOR:

Beverly Warren-Lynch
BEVERLY WARREN LYNCH

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: BEVERLY WARREN LYNCH

BORROWER:

Beverly Warren-Lynch
BEVERLY WARREN LYNCH

BORROWER:

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BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Mike Williams*
MIKE WILLIAMS
LOAN OFFICER

State of Alabama)

County of Sefterson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Beverly Warren Lynch

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 20th day of May, 2002.

(Notarial Seal)

Mike Williams
Notary Public

My Commission Expires 10-9-2004

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 _____, 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: LISA SMITH 100 GREENSPRINGS HWY; BHAM, AL 35209 COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.