

Shelby Co, AL

\$ 108.00

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

77-2000 223112

01312

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

BORROWER TIM H NORRIS BEVERLY M NORRIS		MORTGAGOR TIM H NORRIS, AND HIS WIFE BEVERLY NORRIS, AKA BEVERLY M. NORRIS	
ADDRESS 2304 SPRING IRIS DRIVE BIRMINGHAM, AL 35244		ADDRESS 2304 SPRING IRIS DRIVE BIRMINGHAM, AL 35244	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 2304 SPRING IRIS DRIVE BIRMINGHAM, AL 35244			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 21st 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 December 21, 1995, 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 Thousand and no/100 Dollars, 20,000.00

which Note is secured by a mortgage ("Mortgage") dated December 21, 1995, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on December 28, 1995 at **BOOK/PAGE: 1995/37052** in the records of the **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 21, 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 21, 2002, the unpaid principal balance due under the Note was \$ 60,000.00, 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 5-21-2002 THE LOAN MORTGAGE WAS INCREASED TO \$60000 FROM \$20000.

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.

Handwritten initials
B.N.

SCHEDULE A

The following described real property located in the County of ~~JEFFERSON~~ Shelby, State of Alabama :
LOT 2442, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 24TH ADDITION AS
RECORDED IN MAP BOOK 10, PAGE 64, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: TRUSTMARK IN THE AMOUNT OF \$180000 DATED DECEMBER OF 1995.

JHM
BZ

MORTGAGOR: TIM H NORRIS

Tim H Norris

TIM H NORRIS

MORTGAGOR:

MORTGAGOR: BEVERLY M NORRIS

Beverly M Norris

BEVERLY M NORRIS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: TIM H NORRIS

Tim H Norris

TIM H NORRIS

BORROWER:

BORROWER: BEVERLY M NORRIS

Beverly M Norris

BEVERLY M NORRIS

BORROWER:

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BORROWER:

LENDER: Compass Bank

By: *Jennifer Schoel*
JENNIFER SCHOEL
ORIGIANTOR

State of Alabama)
County of JEFFERSON)

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

TIM H. NORRIS BEVERLY M NORRIS

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 21ST day of MAY 2002

(Notarial Seal)

Notary Public

MY COMMISSION EXPIRES SEPTEMBER 11, 2005

State of Alabama)
County of JEFFERSON)

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

TIM H. NORRIS BEVERLY M. NORRIS

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 21ST day of MAY 2002

(Notarial Seal)

Notary Public

MY COMMISSION EXPIRES SEPTEMBER 11, 2005

THIS DOCUMENT WAS PREPARED BY: CANDI MILLS, 100 GREENSPRINGS HWY BHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

267 B.M.