

Shelby 3952

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

01315

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

77-2100046 009

BORROWER BEVERLY J JACKSON		MORTGAGOR BEVERLY J JACKSON, SINGLE	
ADDRESS 5132 SELKIRK DR BIRMINGHAM, AL 35242		ADDRESS 5132 SELKIRK DR BIRMINGHAM, AL 35242	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 5132 SELKIRK DR BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 16th 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 February 8, 2001, 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 Ten Thousand and no/100 Dollars, 10,000.00

which Note is secured by a mortgage ("Mortgage") dated February 8, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on February 26, 2001 at INSTRUMENT #2001-6540 in the records of the JUDGE OF PROBATE of JEFFERSON 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 16, 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 16, 2002, the unpaid principal balance due under the Note was \$ 25,000.00, 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 ON 05/16/2002 MORTGAGE AMOUNT WAS INCREASED TO \$25,000.00 FROM \$10,000.00.

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 2-A, BLOCK 2, RESURVEY AND SUBDIVISION OF LOTS 1 AND 2, LOCK 2, ACCORDING TO THE MAP OF SELKIRK, AS RECORDED IN MAP BOOK 7, PAGE 131, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: CHASE IN THE AMOUNT OF \$116,000.00 DATED 08/98.

MORTGAGOR: BEVERLY J JACKSON

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BEVERLY J JACKSON

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LENDER: Compass Bank

By: *Stacey Duce*
STACEY DUCOTE
ORIGINATOR

State of Alabama)
County of *Shelby*)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that *Beverly J. Jackson*
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 *16th* day of *May*, *2002*.
(Notarial Seal) *Stacey M. Duce*
Notary Public
MY COMMISSION EXPIRES OCTOBER 23, 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 _____, a
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: COMPASS BANK, 100 GREENSPRING HWY, BIRMINGHAM AL 35209
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.