



Shelby Co, AL

\$38.00

After Recordation Return to:

✓ Compass Bank
P O Box 10566
Birmingham, Al 35233

MODIFICATION AND EXTENSION
OF MORTGAGE

77-565621000451846

BORROWER COLVIN F WHEELIS, JR	MORTGAGOR COLVIN F WHEELIS, JR, AND WIFE LATITIA F WHEELIS
ADDRESS 500 CANTERBURY ROAD PELHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.	ADDRESS 500 CANTERBURY ROAD PELHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 500 CANTERBURY ROAD PELHAM, AL 35124	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 7th 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 August 05, 1993, 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 Thirty Eight Thousand and no/100 Dollars (\$ 38,000.00), which Note is secured by a mortgage ("Mortgage") dated August 05, 1993, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on July 22, 1993 at OFFICE OF THE JUDGE OF PROBATE in the records of the BOOK 1993- PAGE 1573 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 07, 2037, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly.

2. ADDITIONAL MODIFICATIONS.
The Note and Mortgage are further modified as follows:
EFFECTIVE 06/07/2002 THE MORTGAGE AMOUNT WAS INCREASED FROM \$38000.00 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.

ADDITIONAL ACKNOWLEDGMENTS

INDIVIDUAL

STATE OF ALABAMA)
Shelby COUNTY)

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

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 27th day of June, 2007

(Notarial Seal)

[Signature]
Notary Public

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

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 _____ day of _____, _____.

(Notarial Seal)

Notary Public

CORPORATE/PARTNERSHIP

STATE OF ALABAMA)

COUNTY)

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

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

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama:
LOT 1, BLOCK 7 ACCORDING TO THE MAP AND SURVEY OF OAK MOUNTAIN ESTATES THIRD SECTOR
AS RECORDED IN MAP BOOK 5, PAGE 83, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY
COUNTY, ALABAMA.

SCHEDULE B

MORTGAGOR: COLVIN F WHEELIS, JR

Colvin F Wheelis
COLVIN F WHEELIS, JR

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: LATITIA F WHEELIS

Latitia F Wheelis
LATITIA F WHEELIS

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

LENDER: Compass Bank

By: *[Signature]*
JIMMY HARRIS
LOAN OFFICER

THIS DOCUMENT WAS PREPARED BY: LISA SMITH 100 GREENSPRINGS HWY; BHAM, AL 35209 Compass Bank
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

ADDITIONAL ACKNOWLEDGMENTS

20020710000318110 Pg 4/4 38.00
Shelby Cnty Judge of Probate, AL
07/10/2002 09:20:00 FILED/CERTIFIED

INDIVIDUAL

STATE OF ALABAMA)
Shelby COUNTY)

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

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 9th day of June, 2002.

(Notarial Seal)

Notary Public

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

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 _____ day of _____, _____.

(Notarial Seal)

Notary Public

CORPORATE/PARTNERSHIP

STATE OF ALABAMA)
_____ COUNTY)

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

whose name(s) as _____ 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

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

whose name(s) as _____ 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