

After Recordation Return to:

Compass Bank
P O Box 10566
Birmingham, AL 35233

Shelby Co, AL
\$ 38.75

01318
**MODIFICATION AND EXTENSION
OF MORTGAGE**

77-2000239811

BORROWER DIANE MATERNA ADDRESS 1924 SEATTLE SLEW DR HELENA, AL 35080 TELEPHONE NO. IDENTIFICATION NO.	MORTGAGOR DIANE MATERNA, AND HUSBAND ROBERT E LEE ADDRESS 1924 SEATTLE SLEW DR HELENA, AL 35080 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 1924 SEATTLE SLEW DR HELENA, AL 35080	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 13th day of February, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233

23 ("Lender").
A. On July 31, 1996, 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 Five Hundred and no/100
23 Dollars (\$ 10,500.00),
which Note is secured by a mortgage ("Mortgage") dated July 31, 1996, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on July 30, 1996
at INSTRUMENT #1996-24579 in the records of the JUDGE OF PROBATE
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 February 13, 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 FEBRUARY 13, 2002 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$25,000.00
FROM \$10,500.00**

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 41, ACCORDING TO THE SURVEY OF DEARING DOWNS, 11TH ADDITION, AS RECORDED IN MAP
BOOK 15, PAGE 90, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED
IN SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: ATLANTIC IN THE AMOUNT OF \$119,000.00 DATED 8/93.

MORTGAGOR: DIANE MATERNA

Diane Materna
DIANE MATERNA

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: ROBERT E LEE

Robert E Lee
ROBERT E LEE

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

LENDER: Compass Bank

Brenda Terry
By: Brenda Terry
LOAN ORIGINATOR

THIS DOCUMENT WAS PREPARED BY: BETHANY ASHE, AN EMPLOYEE OF Compass Bank

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

ADDITIONAL ACKNOWLEDGMENTS

20020710000318210 Pg 3/3 38.75
Shelby Cnty Judge of Probate, AL
07/10/2002 09:41:00 FILED/CERTIFIED

INDIVIDUAL

STATE OF ALABAMA)
Jefferson COUNTY)

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

Siane Materna-Lee & Robert E Lee

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 13 day of February, 2002

(Notarial Seal)

Gwendolyn Perry
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