

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

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

<b>BORROWER</b> SCOTT K LAVENDOL CARRIE F LAVENDOL     <b>ADDRESS</b> 5117 WEATHERFORD DRIVE BIRMINGHAM, AL 35242 <b>TELEPHONE NO.</b> <b>IDENTIFICATION NO.</b>	<b>MORTGAGOR</b> SCOTT K LAVENDOL, AND WIFE CARRIE F LAVENDOL     <b>ADDRESS</b> 5117 WEATHERFORD DRIVE BIRMINGHAM, AL 35242 <b>TELEPHONE NO.</b> <b>IDENTIFICATION NO.</b>
<b>ADDRESS OF REAL PROPERTY:</b> 5117 WEATHERFORD DRIVE BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 8th day of February, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On August 16, 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 Twelve Thousand Five Hundred and no/100 Dollars (\$ 12,500.00), which Note is secured by a mortgage ("Mortgage") dated August 16, 1996, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on November 12, 1993 at 1996-26497 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 08, 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 February 08, 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 FEBRUARY 8, 2002 THE MORTGAGE AMOUNT WAS INCREASED FROM \$12,500.00 TO \$25,000.00**

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 10, BLOCK 16, ACCORDING TO THE SURVEY OF BROKEN BOW, SOUTH AS RECORDED IN MAP BOOK 11, PAGE 62, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED

**SCHEDULE B**

FIRST LIEN MORTGAGE: CHASE IN THE AMOUNT OF \$123,000.00 DATED OCTOBER 1993

*Handwritten signature/initials*

MORTGAGOR: SCOTT K LAVENDOL

*[Signature]*  
SCOTT K LAVENDOL

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: SCOTT K LAVENDOL

*[Signature]*  
SCOTT K LAVENDOL

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: CARRIE F LAVENDOL

*[Signature]*  
CARRIE F LAVENDOL

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: CARRIE F LAVENDOL

*[Signature]*  
CARRIE F LAVENDOL

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *[Signature]*  
MICHAEL FLOYD  
LOAN OFFICER

20020710000318280 Pg 3/3 54.50  
Shelby Cnty Judge of Probate, AL  
07/10/2002 09:52:00 FILED/CERTIFIED

State of Alabama )  
County of Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carrie and Scott Lavendol  
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 8 day of Feb 2002  
(Notarial Seal) *[Signature]*

Notary Public

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: JENNIFER PIERCE, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.