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20020716000330850 Pg 1/3 32.00
Shelby Cnty Judge of Probate, AL
07/16/2002 09:46:00 FILED/CERTIFIED

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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

\$32
Shelby

| | | | |
|--|---------------------|--|---------------------|
| BORROWER | | MORTGAGOR | |
| ELAINE C LYDA LARRY L LYDA | | ELAINE C LYDA, AND SPOUSE LARRY L LYDA | |
| ADDRESS: 2937 COATBRIDGE LN BIRMINGHAM, AL 35242 | | ADDRESS: 2937 COATBRIDGE LN BIRMINGHAM, AL 35242 | |
| TELEPHONE NO.: | IDENTIFICATION NO.: | TELEPHONE NO.: | IDENTIFICATION NO.: |
| ADDRESS OF REAL PROPERTY: 2937 COATBRIDGE LN BIRMINGHAM, AL 35242 | | | |

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 12th 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 June 29, 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 Twenty Five Thousand and no/100 Dollars (\$ 25,000.00), which Note is secured by a mortgage ("Mortgage") dated June 29, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on July 12, 1901 at BOOK 2001 PAGE 29068 in the records of the SHELBY COUNTY 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 12, 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 June 12, 2002, the unpaid principal balance due under the Note was \$ 136,000.00, 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 JUNE 12, 2002 THE LOAN MORTGAGE AMOUNT WAS INCREASED TO \$35000.00 FROM \$25000.00

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 48, BLOCK 1, ACCORDING TO THE SURVEY OF FIRST ADDITION TO SELKIRK, A
SUBDIVISION OF INVERNESS, PHASE IV, AS RECORDED IN MAP BOOK 7, PAGE 149, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SCHEDULE B

FIRST LIEN MORTGAGE: COMMERCIAL FEDERAL MORTGAGE CORPORATION IN THE AMOUNT OF
\$141000.00 DATED JANUARY 1999

MORTGAGOR: ELAINE C LYDA

Elaine C Lyda

ELAINE C LYDA

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: LARRY L LYDA

Larry L Lyda

LARRY L LYDA

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

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BORROWER: ELAINE C LYDA

Elaine C Lyda

ELAINE C LYDA

BORROWER:

BORROWER:

BORROWER:

BORROWER: LARRY L LYDA

Larry L Lyda

LARRY L LYDA

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *T. DiChiara*

TONY DICHARA
LOAN OFFICER

State of Alabama)

County of Shelby)

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

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 12 day of June, 2002

(Notarial Seal)

T. DiChiara

Notary Public

MY COMMISSION EXPIRES JUNE 14, 2005

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: PETRA STRASSBERG 100 GREENSPRINGS HWY BIRMINGHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.