

Shelby Co, AL
\$ 168.00

20020723000341490 Pg 1/3 168.00
Shelby Cnty Judge of Probate, AL
07/23/2002 08:45:00 FILED/CERTIFIED

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

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MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER LLOYD F SIMS PATRICIA M SIMS	MORTGAGOR LLOYD F SIMS, AND WIFE PATRICIA SIMS, AKA PATRICIA M SIMS
ADDRESS 6920 HIGHWAY STREET WILSONVILLE, AL 35186 TELEPHONE NO. IDENTIFICATION NO.	ADDRESS 6920 HIGHWAY STREET WILSONVILLE, AL 35186 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 6920 HIGHWAY 55 WILSONVILLE, AL 35186	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 19th 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 May 07, 1998, 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 Fifty Thousand and no/100 Dollars (\$ 50,000.00),

which Note is secured by a mortgage ("Mortgage") dated May 07, 1998, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on June 01, 1998 at INSTRUMENT# 1998-19977 in the records of the JUDGE OF PROBATE 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 19, 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 19, 2002, the unpaid principal balance due under the Note was \$ 100,000.00, 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 06/19/2002 THE LOAN AMOUNT WAS INCREASED TO \$100,000.00 FROM \$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.

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama:

COMMENCE AT THE SE CORNER OF SE 1/4 OF SW 1/4 OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 1 EAST; THENCE RUN NORTH ALONG EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 855 FEET TO THE POINT OF BEGINNING; THENCE RUN WEST AND PARALLEL WITH THE SOUTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 1,300 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY OF COUNTY HWY. 55; THENCE RUN NORTH ALONG SAID RIGHT OF WAY TO A POINT WHICH IS 1,080 FEET NORTH OF THE SOUTH LINE OF SAID 1/4-1/4 SECTION; THENCE RUN EAST AND PARALLEL WITH THE SOUTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 1,260 FEET, MORE OR LESS, TO THE EAST LINE OF SAID 1/4-1/4 SECTION; THENCE RUN SOUTH ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 225 FEET TO THE POINT OF BEGINNING. SITUATE IN SHELBY COUNTY, ALABAMA.

SCHEDULE B

MORTGAGOR: LLOYD F SIMS

Lloyd F Sims
LLOYD F SIMS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: LLOYD F SIMS

Lloyd F Sims
LLOYD F SIMS

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: PATRICIA M SIMS

Patricia M Sims
PATRICIA M SIMS

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

BORROWER: PATRICIA M SIMS

Patricia M Sims
PATRICIA M SIMS

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: Stacey Duce
Stacey Duce
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
Lloyd F Sims & Patricia M Sims
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 19th day of June, 2007

(Notarial Seal)

Stacey M. Duce
Notary Public

State of Alabama)

County of _____)

MY COMMISSION EXPIRES DECEMBER 31, 2007

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: BILLY SAMUELS 100 GREENSPRINGS HWY BHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.