

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

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

<b>BORROWER</b> WILLIAM A GARWICK PATRICIA ANN HUMPHREY GARWICK	<b>MORTGAGOR</b> WILLIAM A GARWICK AND WIFE, PATRICIA ANN HUMPHREY N/K/A PATRICIA ANN HUMPHREY GARWICK
<b>ADDRESS</b> 1514 CAHABA RIVER ESTATES BIRMINGHAM, AL 35244 TELEPHONE NO. IDENTIFICATION NO.	<b>ADDRESS</b> 1514 CAHABA RIVER ESTATES BIRMINGHAM, AL 35244 TELEPHONE NO. IDENTIFICATION NO.
<b>ADDRESS OF REAL PROPERTY:</b> 1514 CAHABA RIVER ESTATES BIRMINGHAM, AL 35244	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 11th day of July, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On July 20, 1999, 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 July 20, 1999, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on August 11, 1999 at INSTRUMENT NO.: 1999-33714 in the records of the PROBATE OFFICE OF 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 July 11, 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 July 11, 2002, the unpaid principal balance due under the Note was \$ 50,000.00, 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 07-11-2002 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$50,000.00 FROM \$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  
**SEE EXHIBIT "A"**

**SCHEDULE B**

**FIRST LIEN MORTGAGE: HOMESIDE LENDING, IN THE AMOUNT OF \$175,000.00 DATED JUNE 1998.**

MORTGAGOR: WILLIAM A GARWICK  
William A Garwick  
WILLIAM A GARWICK

MORTGAGOR:  
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MORTGAGOR:  
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MORTGAGOR:  
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MORTGAGOR: PATRICIA ANN HUMPHREY GARWICK  
Patricia Ann Humphrey Garwick  
PATRICIA ANN HUMPHREY GARWICK

MORTGAGOR:  
\_\_\_\_\_  
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MORTGAGOR:  
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MORTGAGOR:  
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BORROWER: WILLIAM A GARWICK  
William A Garwick  
WILLIAM A GARWICK

BORROWER:  
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BORROWER:  
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BORROWER:  
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BORROWER: PATRICIA ANN HUMPHREY GARWICK  
Patricia Ann Humphrey Garwick  
PATRICIA ANN HUMPHREY GARWICK

BORROWER:  
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BORROWER:  
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BORROWER:  
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LENDER: Compass Bank  
By: Jamie Goodman  
JAMIE GOODMAN  
LOAN OFFICER

State of Alabama )  
County of Telfair )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William A Garwick  
Patricia Ann Humphrey Garwick  
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 11 day of July, 2002  
(Notarial Seal) Jamie Goodman  
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

S DOCUMENT WAS PREPARED BY: KEVIN BURRUS, COMPASS BANK 100 GREENSPRINGS HWY, BIRMINGHAM, AL 35209  
ER RECORDING, RETURN THIS DOCUMENT TO LENDER.



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

A parcel of land being the Southern portion of Lot 19, according to the Survey of Cahaba River Estates as recorded in Map Book 3 pages 32 and 33, in the Bessemer Division of the Office of the Judge of Probate of Jefferson County, Alabama, also being recorded in Birmingham Probate Office in Volume 17 page 64. Also, recorded in Map Book 3, Page 11 in the Probate Office of Shelby County, Alabama; described as follows:

Commence at the NW corner of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, said corner also being the Northwest corner of said Lot 19, thence run in a Southerly direction along the West line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  said line also being the West line of said Lot 19; a distance of 362.28 feet to the point of beginning; thence continue on last described course a distance of 662.72 feet to the Southwest corner of said Lot 19; thence 95 degrees 03 minutes 45 seconds to the left and run in an Easterly direction a distance of 250.96 feet to the Southeast corner of said Lot 19; thence 84 degrees 56 minutes 15 seconds to the left and run in a Northerly direction along the East line of said Lot 19 a distance of 424.69 feet; thence 76 degrees 45 minutes to the left and run in a Northwesterly direction a distance of 52.83 feet; thence 79 degrees 36 minutes to the left and run in a Southwesterly direction a distance of 7.55 feet; thence 90 degrees 00 minutes to the right and run in a Northwesterly direction a distance of 127.02 feet; thence 21 degrees 00 minutes to the right and run in a Northwesterly direction a distance of 58.18 feet; thence 35 degrees 01 minutes to the right and run in a Northerly direction a distance of 120.67 feet; thence 79 degrees 40 minutes to the left and run in a Westerly direction 16.0 feet to the point of beginning; being situated in Shelby County, Alabama. Also rights in and to that certain 10 foot easement as set out in Deed Book 145 page 364 in the Probate Office of Shelby County, Alabama, which is an easement running with the land for ingress and egress.

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All information contained herein is deemed reliable but not guaranteed.