

77-21000-3045

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

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

<b>BORROWER</b> LORRAINE H HIGGINBOTHAM JAMES ROBERT HIGGINBOTHAM	<b>MORTGAGOR</b> LORRAINE H HIGGINBOTHAM, A/K/A LORRAINE HIGGINBOTHAM AND HUSBAND JAMES ROBERT HIGGINBOTHAM
<b>ADDRESS</b> 6723 DOUBLE OAK CT BIRMINGHAM, AL 35242 <b>TELEPHONE NO.</b> <b>IDENTIFICATION NO.</b>	<b>ADDRESS</b> 6723 DOUBLE OAK CT BIRMINGHAM, AL 35242 <b>TELEPHONE NO.</b> <b>IDENTIFICATION NO.</b>
<b>ADDRESS OF REAL PROPERTY:</b> 6723 DOUBLE OAK CT BIRMINGHAM, AL 35242	

**THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE**, dated the 5th 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 August 29, 2000, 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 Forty Thousand and no/100 Dollars (\$ 40,000.00),

which Note is secured by a mortgage ("Mortgage") dated August 29, 2000, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on September 28, 2000 at BOOK 2000 PAGE 34159 in the records of the SHELBY COUNTY 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 July 05, 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 05, 2002, the unpaid principal balance due under the Note was \$ 75,000.00, 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 7/5/2002 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$75,000.00 FROM \$40,000.00.**

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**

MORTGAGOR: LORRAINE H HIGGINBOTHAM

Lorraine H. Higginbotham  
LORRAINE H HIGGINBOTHAM

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: LORRAINE H HIGGINBOTHAM

Lorraine H. Higginbotham  
LORRAINE H HIGGINBOTHAM

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: JAMES ROBERT HIGGINBOTHAM

James Robert Higginbotham  
JAMES ROBERT HIGGINBOTHAM

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

BORROWER: JAMES ROBERT HIGGINBOTHAM

James Robert Higginbotham  
JAMES ROBERT HIGGINBOTHAM

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By:  
JIMMY HARRIS  
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 Lorraine Higginbotham  
James Robert Higginbotham  
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 5th day of July, 2002.  
(Notarial Seal)

[Signature]  
Notary Public

State of Alabama )  
County of Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lorraine Higginbotham  
James Robert  
whose name(s) as owner  
of property  
person 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 person and with full authority, executed the same voluntarily for and as the act of said property

Given under my hand and official seal this 5th day of July, 2002.  
(Notarial Seal)

[Signature]  
Notary Public

THIS DOCUMENT WAS PREPARED BY: SHELBY DEASEE, 100 GREENSPRINGS HWY, B'HAM, AL 35209  
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

## EXHIBIT "A"

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### LEGAL DESCRIPTION

That part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 10, township 19 south, range 1 west, Shelby County, Alabama, described as follows: Commence at the southwest corner of said quarter-quarter section and thence run east along the south line of said quarter-quarter section a distance of 696.00 feet to the point of beginning; thence continue east along the south line of said quarter-quarter section a distance of 629.19 feet to the southeast corner of said quarter-quarter section; thence turn an angle of 89 deg. 53 min. 15 sec. To the left and run north along the east line of said quarter-quarter section a distance of 400.00 feet; thence turn an angle of 90 deg. 06 min. 46 sec. To the left and run a distance of 627.27 feet; thence turn an angle of 89 deg. 36 min. 44 sec. To the left and run a distance of 400.00 feet to the point of beginning.

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All information contained herein is deemed reliable but not guaranteed.

\*\*\*\*\*Please retain FAX as your original copy\*\*\*\*\*