

2002 63177  
Recorded in the Above  
MORTGAGE Book & Page  
08-06-2002 10:20:51 AM  
Source Of Title: 1999 / 43743  
W. Hardy McCollum - Probate Judge  
Tuscaloosa County, Alabama

MODIFICATION BEING RE-RECORDED TO FILED IN  
CORRECT COUNTY

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

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER		MORTGAGOR	
DAVID F WILSON CHRISTIE H WILSON		DAVID F WILSON, AND SPOUSE CHRISTIE H WILSON	
ADDRESS 1169 KINGSWOOD ROAD BIRMINGHAM, AL 35242		ADDRESS 1169 KINGSWOOD ROAD BIRMINGHAM, AL 35242	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: 1169 KINGSWOOD ROAD  
BIRMINGHAM, AL 35242

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 February 12, 2002, 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 One Hundred Seventy Seven Thousand and no/100 Dollars 177,000.00.

which Note is secured by a mortgage ("Mortgage") dated February 12, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on February 28, 2002 at BOOK 2002, PAGE 09821 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 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 \$ 307,000.00, 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 7-11-2002 THE LOAN MORTGAGE AMOUNT OF \$177,000.00 WAS INCREASED TO \$307,000.00.**

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.

DPW C/H

**SCHEDULE A**

The following described real property located in the County of SHELBY, State of Alabama :  
**SEE ATTACHED EXHIBIT "A"**

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**SCHEDULE B**

*DFW C/H*

MORTGAGOR: DAVID F WILSON

[Signature]  
DAVID F WILSON

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: DAVID F WILSON

[Signature]  
DAVID F WILSON

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: CHRISTIE H WILSON

[Signature]  
CHRISTIE H WILSON

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: CHRISTIE H WILSON

[Signature]  
CHRISTIE H WILSON

BORROWER:

BORROWER:

BORROWER: 2002 63179  
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LENDER: Compass Bank

By: [Signature]  
MARK A. MOONEY  
LOAN OFFICER

Alabama )  
Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David F, Christie H. Wilson  
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before

(Notarial Seal) 22<sup>nd</sup> July 2002  
[Signature]

Alabama )  
Shelby )

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 22<sup>nd</sup> day of July 2002.  
(Notarial Seal) [Signature]  
Notary Public

Nkechi Williams, an employee of:  
THIS DOCUMENT WAS PREPARED BY: COMPASS BANK  
15 South 20th Street, Birmingham, AL 35233  
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

## Exhibit A

Lot 1008, according to the Map of Highland Lakes, 10<sup>th</sup> Sector, Phase 1, an Eddleman Community, as recorded in Map Book 26, Page 27, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with non exclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Inst. #1994-07111 and amended in Inst. #1996-17543 and Inst. #1999-31095 in the Probate Office of Shelby County, Alabama, and Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 10<sup>th</sup> Sector, Phase 1, recorded as Inst. #1999-43196 in the Probate Office of Shelby County, Alabama.

SOT: Deed Book 1999, Page 43743

2002 63180  
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08-06-2002 10:20:51 AM  
Source Of Title: 1999 / 43743  
W. Hardy McCollum - Probate Judge  
Tuscaloosa County, Alabama  
Book/Pg: 2002/63177  
Term/Cashier: SCAN2 / Hazel N  
Tran: 3631.289822.319594  
Recorded: 08-06-2002 10:21:29  
MTG Mortgage Tax 195.00  
PJF Probate Judge Fee 2.00  
REC Recording Fee 11.00  
SOT Source of Title 1.00  
Total Fees: \$ 209.00

CHJ  
DFW