

77-5456562000340452

After Recordation Return to:
Compass Bank
P O Box 10566
Birmingham, Al 35233

MODIFICATION AND EXTENSION
OF MORTGAGE

BORROWER RICHARD K WILKER	MORTGAGOR RICHARD K WILKER AND SPOUSE, CHRISTINE Y WILKER
ADDRESS 3501 SHANDWICK PLACE BIRMINGHAM, AL 35242	ADDRESS 3501 SHANDWICK PLACE BIRMINGHAM, AL 35242
TELEPHONE NO.	TELEPHONE NO.
IDENTIFICATION NO.	IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: 3501 SHANDWICK PLACE
BIRMINGHAM, AL 35242

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 5th day of August, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233

(“Lender”).
A. On June 24, 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 Fifty Thousand and no/100
50,000.00

which Note is secured by a mortgage (“Mortgage”) dated June 24, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A (“Property”), and recorded on July 02, 2002 at INSTRUMENT #20020702000309160 in the records of the SHELBY COUNTY, ALABAMA 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 August 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.
 2. ADDITIONAL MODIFICATIONS.
The Note and Mortgage are further modified as follows:
EFFECTIVE 08-05-2002, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$150,000.00, 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 :
LOT 26A, ACCORDING TO THE RESURVEY OF GREYSTONE, 1ST SECTOR, PHASE I, AS RECORDED
IN MAP BOOK 15, PAGE 52, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING
SITUATED IN SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: PAUL M. & BETTY B. JACKSON IN THE AMOUNT OF \$175,000.00, DATED
06-01-2001.

MORTGAGOR: RICHARD K WILKER

RICHARD K WILKER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: CHRISTINE Y WILKER

CHRISTINE Y WILKER

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

LENDER: Compass Bank

By: 
SCOTT CRAIN
LOAN OFFICER

THIS DOCUMENT WAS PREPARED BY: Compass Bank

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

ADDITIONALACKNOWLEDGMENTS

20020906000426660 Pg 3/3 242.00
Shelby Cnty Judge of Probate,AL
09/06/2002 09:44:00 FILED/CERTIFIED

INDIVIDUAL

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
Richard K. Wilker and Christine Y. Wilker

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 August, 2002.
(Notarial Seal) Tineta Giddens

Notary Public
MY COMMISSION EXPIRES FEBRUARY 14, 2005

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

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 _____ day of _____, _____.
(Notarial Seal)

Notary Public

CORPORATE/PARTNERSHIP

STATE OF ALABAMA)
_____ COUNTY)

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

whose name(s) as _____ of _____
_____ 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

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

whose name(s) as _____ of _____
_____ 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