

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

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

77-2000325156

840
2/341
Shelby

BORROWER LORI ROTH PANNELL GARY D PANNELL		MORTGAGOR LORI CAROLINE ROTH, NKA LORI ROTH PANNELL, AND HER HUSBAND GARY D. PANNELL, AKA DANIEL PANNELL	
ADDRESS 4222 PLANTATION PLACE HELENA, AL 35080 TELEPHONE NO. IDENTIFICATION NO.		ADDRESS 4222 PLANTATION PLACE HELENA, AL 35080 TELEPHONE NO. IDENTIFICATION NO.	
ADDRESS OF REAL PROPERTY: 4222 PLANTATION PLACE HELENA, AL 35080			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 22nd 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 July 28, 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 Thirty Thousand and no/100 Dollars 30,000.00

which Note is secured by a mortgage ("Mortgage") dated July 28, 1999, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on August 04, 1999 at BOOK/PAGE: 1999/32644 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 August 22, 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 August 22, 2002, the unpaid principal balance due under the Note was \$ 54,000.00, 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 8-22-02, THE LOAN MORTGAGE AMOUNT WAS INCREASED TO \$54,000.00 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.

JP

SCHEDULE A

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

LOT 11, BLOCK 2, ACCORDING TO THE AMENDED MAP OF PLANTATION SOUTH, FIRST SECTOR, AS
RECORDED IN MAP BOOK 7, PAGE 173, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: ATLANTIC IN THE AMOUNT OF \$68,300.00 DATED 06/1997.

MORTGAGOR: LORI ROTH PANNELL

Lori Roth Pannell
LORI ROTH PANNELL

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: LORI ROTH PANNELL

Lori Roth Pannell
LORI ROTH PANNELL

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: GARY D PANNELL

Gary D. Pannell
GARY D PANNELL

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

BORROWER: GARY D PANNELL

Gary D. Pannell
GARY D PANNELL

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: T. Di Chiara
T DICHARA
ORIGINATOR

State of Alabama)
County of Shelby)

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

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 22 day of Aug 2007
(Notarial Seal) T. Di Chiara
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 _____, 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: CANDI MILLS, 100 GREENSPRINGS HWY BHAM, AL 35209
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.