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20020917000446820 Pg 1/3 207.80  
Shelby Cnty Judge of Probate, AL  
09/17/2002 10:17:00 FILED/CERTIFIED

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

### MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

*S. Aug 226.80*

<b>BORROWER</b> DAVID R SMITH MARSHA M SMITH		<b>MORTGAGOR</b> DAVID R SMITH, AND SPOUSE MARSHA M SMITH	
<b>ADDRESS</b> 376 TURNBERRY ROAD BIRMINGHAM, AL 35244		<b>ADDRESS</b> 376 TURNBERRY ROAD BIRMINGHAM, AL 35244	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: 376 TURNBERRY ROAD  
BIRMINGHAM, AL 35244

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 15th 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 February 01, 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 Sixty Seven Thousand Two Hundred and no/100 Dollars (\$ 67,200.00), which Note is secured by a mortgage ("Mortgage") dated February 01, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on February 11, 2002 at BOOK 200202/ PAGE 8629 in the records of the SHELBY COUNTY, AL 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 15, 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 15, 2002, the unpaid principal balance due under the Note was \$ 127,200.00, 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 8/15/2002, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$127,200.00, FROM \$67,200.00.**

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.

MORTGAGOR: DAVID R SMITH

*David R Smith*

DAVID R SMITH

MORTGAGOR:

MORTGAGOR: MARSHA M SMITH

*Marsha M. Smith*

MARSHA M SMITH

MORTGAGOR:

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BORROWER: DAVID R SMITH

*David R Smith*

DAVID R SMITH

BORROWER:

BORROWER: MARSHA M SMITH

*Marsha M. Smith*

MARSHA M SMITH

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Adam Fox*  
ADAM FOX  
LOAN OFFICER

State of Alabama )  
County of Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David R. Smith and Marsha M. Smith 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 15 day of August, 2002.  
(Notarial Seal) *Katherine Skipper*

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

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.