

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

Shelby, AL
\$62.00

77-2000259272-

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

BORROWER HERBERT H YATES SHIRLEY A YATES		MORTGAGOR HERBERT H YATES, MARRIED SHIRLEY A YATES, MARRIED	
ADDRESS 406 TALON CIR BIRMINGHAM, AL 35242		ADDRESS 406 TALON CIR BIRMINGHAM, AL 35242	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 406 TALON CIR BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 21st 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 25, 1997, 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 Ten Thousand and no/100 Dollars 10,000.00

which Note is secured by a mortgage ("Mortgage") dated February 25, 1997, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on March 06, 1997 at INSTRUMENT # 1997-6960 in the records of the 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 August 21, 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 21, 2002, the unpaid principal balance due under the Note was \$ 30,000.00, 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 ON 08/21/2002 THE MORTGAGE AMOUNT WAS INCREASED TO \$30,000.00 FROM \$10,000.00.

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 604-B, ACCORDING TO THE SURVEY OF EAGLE POINT, 6TH SECTOR, AS RECORDED IN MAP
BOOK 21, PAGE 23, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: COMPASS BANK, IN THE AMOUNT OF \$55,000.00 DATED 02/97.

MORTGAGOR: HERBERT H YATES

Herbert H Yates
HERBERT H YATES

MORTGAGOR:

MORTGAGOR: SHIRLEY A YATES

Shirley A Yates
SHIRLEY A YATES

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: HERBERT H YATES

Herbert H Yates
HERBERT H YATES

BORROWER:

BORROWER: SHIRLEY A YATES

Shirley A Yates
SHIRLEY A YATES

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *T. DiChiara*
TONY DICHIARA
ORIGINATOR

State of Alabama)
County of Shelby)

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

Herbert and Shirley Yates

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 21 day of August 2002

(Notarial Seal)

MY COMMISSION EXPIRES JUNE 14, 2008

T. DiChiara
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 _____ 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

THIS DOCUMENT WAS PREPARED BY: JANETTE THOMAS, 100 GREENSPRING HWY, BIRMINGHAM AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.