

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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER ANTHONY C HARLOW MELISSA P HARLOW ADDRESS 136 WEATHERLY DR BIRMINGHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.	MORTGAGOR ANTHONY C HARLOW, AND SPOUSE MELISSA P HARLOW ADDRESS 136 WEATHERLY DR BIRMINGHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 136 WEATHERLY DR BIRMINGHAM, AL 35124	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 20th day of September, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On September 20, 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 Dollars (\$ 50,000.00), which Note is secured by a mortgage ("Mortgage") dated September 20, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on September 24, 2001 at BOOK 2001/PAGE 41047 in the records of the SHELBY CO, 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 September 20, 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 September 20, 2002, the unpaid principal balance due under the Note was \$ 100,000.00, 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 9/20/2002, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$100,000.00 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 129, ACCORDING TO THE SURVEY OF WEAHTERLY SECTOR 2, PHASE II, AS RECORDED IN
MAP BOOK 14, PAGE 73, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

1ST LIEN MORTGAGE: CITICORP IN THE AMOUNT OF \$465,000.00 DATED 8/1/2000.

MORTGAGOR: ANTHONY C HARLOW

Anthony C Harlow
ANTHONY C HARLOW
MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: ANTHONY C HARLOW

Anthony C Harlow
ANTHONY C HARLOW
BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: MELISSA P HARLOW

Melissa P Harlow
MELISSA P HARLOW
MORTGAGOR:

MORTGAGOR

MORTGAGOR:

BORROWER: MELISSA P HARLOW

Melissa P Harlow
MELISSA P HARLOW
BORROWER:

BORROWER:

BORROWER:

20021008000490600 Pg 3/3 92.00
Shelby Cnty Judge of Probate, AL
10/08/2002 09:17:00 FILED/CERTIFIED

LENDER: Compass Bank

By: Kristi Beasley
KRISTI BEASLEY
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
Anthony C. Harlow and Melissa P. Harlow
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 20 day of September, 2002
(Notarial Seal) Kathleen Scipps

MY COMMISSION EXPIRES FEBRUARY 28, 2005 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 _____, 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.