



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

Shelby, AL

160.50

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

01315

77-5456562100210498

BORROWER RONALD DEBTER LEILA S DEBTER		MORTGAGOR RONALD E. DEBTER, AKA RONALD DEBTER, AND WIFE LEILA S DEBTER	
ADDRESS 88 PAWNEE DRIVE INDIAN SRINGS, AL 35124 <small>TELEPHONE NO. IDENTIFICATION NO.</small>		ADDRESS 88 PAWNEE DRIVE INDIAN SRINGS, AL 35124 <small>TELEPHONE NO. IDENTIFICATION NO.</small>	

ADDRESS OF REAL PROPERTY: 88 PAWNEE DRIVE
INDIAN SRINGS, AL 35124

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 26th 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 May 02, 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 May 02, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on May 23, 2002 at INSTRUMENT # 2002052300024598 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 September 26, 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 26, 2002, the unpaid principal balance due under the Note was \$ 95,000.00, 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 9/26/2002 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$95,000 FROM \$50,000.

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 :

BEGINNING AT THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 2 WEST, RUN DUE SOUTH ALONG THE EAST LINE OF SAID SE 1/4 OF NE 1/4 A DISTANCE OF 657.38 FEET TO A POINT OF BEGINNING, AT SAID POINT OF BEGINNING TURN AN ANGLE TO THE RIGHT OF 91 DEGREES 24 MINUTES 30 SECONDS AND RUN A DISTANCE OF 306.05 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 91 DEGREES 24 MINUTES AND RUN A DISTANCE OF 328.68 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 88 DEGREES 35 MINUTES 15 SECONDS AND RUN A DISTANCE OF 306.10 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 91 DEGREES 25 MINUTES AND RUN A DISTANCE OF 328.69 FEET TO THE POINT OF BEGINNING.

SCHEDULE B

MORTGAGOR: RONALD DEBTER

Ronald E. Debter
RONALD DEBTER

MORTGAGOR:

MORTGAGOR: LEILA S DEBTER

Leila S. Debter
LEILA S DEBTER

MORTGAGOR:

20021017000508840 Pg 3/3 160.50
Shelby Cnty Judge of Probate, AL
10/17/2002 12:48:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: RONALD DEBTER

Ronald E. Debter
RONALD DEBTER

BORROWER:

BORROWER: LEILA S DEBTER

Leila S. Debter
LEILA S DEBTER

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *[Signature]*
SARAH KINNEY
LOAN OFFICER

State of Alabama)
County of Shelby)

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

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 24 day of September 2002
(Notarial Seal) *Sarah Marie Kinney*

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 28, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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: VALERIE PAUL 100 GREENSPRINGS HWY, B'HAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.