



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

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

159.50

2100040101

BORROWER		MORTGAGOR	
OSCAR O QUARNSTROM JANICE QUARNSTROM		JANICE C. QUARNSTROM, AND HER HUSBAND OSCAR O. QUARNSTROM, AKA OSCAR QUARNSTROM	
ADDRESS		ADDRESS	
108 WINDSOR CIRCLE PELHAM, AL 35124		108 WINDSOR CIRCLE PELHAM, AL 35124	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 108 WINDSOR CIRCLE PELHAM, AL 35124			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 25th 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 December 21, 2000, 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 Five Thousand and no/100 Dollars (\$ 55,000.00), which Note is secured by a mortgage ("Mortgage") dated December 21, 2000, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on January 12, 2001 at INSTRUMENT NO.: 2001-1411 in the records of the SHELBY COUNTY of JEFFERSON 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 25, 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 25, 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 9-25-02 THE LOAN MORTGAGE AMOUNT WAS INCREASED TO \$95,000.00 FROM \$55,000.00.

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 ~~JEFFERSON~~ *Shelby*, State of Alabama :
LOT 17, ACCORDING TO THE SURVEY OF WEATHERLY, WINDSOR-SECTOR 9, AS RECORDED IN MAP
BOOK 17, PAGE 125, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

MORTGAGOR: OSCAR O QUARNSTROM

MORTGAGOR: JANICE QUARNSTROM

OSCAR O QUARNSTROM

JANICE QUARNSTROM

MORTGAGOR:

MORTGAGOR:

20021018000512470 Pg 3/3 159.50
Shelby Cnty Judge of Probate, AL
10/18/2002 14:21:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: OSCAR O QUARNSTROM

BORROWER: JANICE QUARNSTROM

OSCAR O QUARNSTROM

JANICE QUARNSTROM

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: Kevin Graham
KEVIN GRAHAM
ORIGINATOR

Alabama)
Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that OSCAR QUARNSTROM / JANICE QUARNSTROM whose name(s) is/are signed to the foregoing instrument

(Notarial Seal)

25, September 2002
July M. Hous

MY COMMISSION EXPIRES JULY 10, 2003

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: CANDI MILLS, 100 GREENSPRINGS HWY BHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.