

77-200279080

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

6950  
Shelby

### MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<b>BORROWER</b> KAREN P ALLUMS WILLIAM M ALLUMS		<b>MORTGAGOR</b> WILLIAM M. ALLUMS, AND WIFE KAREN P. ALLUMS	
<b>ADDRESS</b> 123 GRIFFIN DRIVE HELENA, AL 35080		<b>ADDRESS</b> 123 GRIFFIN DRIVE HELENA, AL 35080	
<b>TELEPHONE NO.</b> (205) 620-0030	<b>IDENTIFICATION NO.</b> [REDACTED]	<b>TELEPHONE NO.</b> (205) 620-0030	<b>IDENTIFICATION NO.</b> [REDACTED]
<b>ADDRESS OF REAL PROPERTY:</b> 123 GRIFFIN DRIVE HELENA, AL 35080			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 9th day of November, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On October 17, 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 Twenty Two Thousand Eight Hundred and no/100 Dollars 22,800.00

which Note is secured by a mortgage ("Mortgage") dated October 17, 1997, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on BOOK 1997 PAGE 34624 at BOOK 1997 PAGE 34624 in the records of the SHELBY COUNTY RECORDERS OFFICE 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 November 09, 2036, 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 November 09, 2001, the unpaid principal balance due under the Note was \$ 24,056.55, 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 11-9-2001, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$35000.00 FROM \$22800.00.**

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:

**ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED IN THE CITY OF HELENA, COUNTY OF SHELBY AND STATE OF ALABAMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEING KNOWN AND DESIGNATED AS LOT 15, ACCORDING TO THE SURVEY OF ROYAL PIECES, PHASE II, AS RECORDED IN MAP BOOK 15, PAGE 19, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SITUATED AS SHELBY COUNTY, ALABAMA.**

**BY FEE SIMPLE DEED FROM W.A. JONES CONSTRUCTION CO. INC. AS SET FORTH IN DEED BOOK 1992, PAGE 13273, DATED 7/1/1992 AND RECORDED 7/7/1992, SHELBY COUNTY RECORDS.**

**SCHEDULE B**

**1ST LIEN MORTGAGE, NATIONAL CITY MORTGAGE, IN THE AMOUNT OF \$89,000.00, DATED 7/1992.**

MORTGAGOR: KAREN P ALLUMS

MORTGAGOR: WILLIAM M ALLUMS

*Karen P. Allums*  
KAREN P ALLUMS

*William M. Allums*  
WILLIAM M ALLUMS

MORTGAGOR:

MORTGAGOR:

20021022000520050 Pg 3/3 69.50  
Shelby Cnty Judge of Probate, AL  
10/22/2002 14:56:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: KAREN P ALLUMS

BORROWER: WILLIAM M ALLUMS

*Karen P. Allums*  
KAREN P ALLUMS

*William M. Allums*  
WILLIAM M ALLUMS

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

*Matthew K. Todsen*  
By: MATTHEW K. TODSEN  
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

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 9<sup>th</sup> day of Nov, 2001.  
(Notarial Seal) *Sharon E. Cook*

State of Alabama )  
County of Jefferson )

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 11, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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

whose name(s) as Karen P. Allums and William M Allums 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 9<sup>th</sup> day of Nov, 2001.  
(Notarial Seal) *Sharon E. Cook*

Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 11, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS DOCUMENT WAS PREPARED BY: SHELBY DEASEE, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.