

After Recordation Return to:
 Compass Bank
 P O Box 10566
 Birmingham, Al 35233

Shelby, AL

\$35.00

01318

**MODIFICATION AND EXTENSION
 OF MORTGAGE**

77-2000324977

BORROWER		MORTGAGOR	
EVE W BEASLEY		EVE W BEASLEY AND HUSBAND, JOHN M BEASLEY	
ADDRESS		ADDRESS	
2086 ROYAL FERN LANE BIRMINGHAM, AL 35244		2086 ROYAL FERN LANE BIRMINGHAM, AL 35244	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 2086 ROYAL FERN LANE BIRMINGHAM, AL 35244			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 17th day of October, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233

A. On July 23, 1999, 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 Forty Thousand and no/100 Dollars (\$ 40,000.00), which Note is secured by a mortgage ("Mortgage") dated July 23, 1999, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on July 29, 1999 at INSTRUMENT #1999-31783 in the records of the PROBATE OFFICE OF 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 October 17, 2037, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly.

2. ADDITIONAL MODIFICATIONS.
 The Note and Mortgage are further modified as follows:
EFFECTIVE 10-17-2002 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$50,000.00 FROM \$40,000.00

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 2403, AS SHOWN BY OF RIVERCHASE COUNTRY CLUB, 24TH ADDITION, AS RECORDED IN MAP
BOOK 10, PAGE 64, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED
IN SHELBY COUNTY, ALABAMA.

SCHEDULE B

MORTGAGOR: EVE W BEASLEY

Eve W. Beasley

EVE W BEASLEY

MORTGAGOR:

MORTGAGOR: JOHN M BEASLEY

[Signature]

JOHN M BEASLEY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

LENDER: **Compass Bank**

By: *Brenda Terry*

BRENDA TERRY
LOAN OFFICER AL-BI-RC-BCH

THIS DOCUMENT WAS PREPARED BY: KEVIN BURRUS, Compass Bank 100 GREENSPRINGS HWY. BIRMINGHAM,
AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

ADDITIONAL ACKNOWLEDGMENTS

INDIVIDUAL

STATE OF ALABAMA)
Jefferson COUNTY)

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

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 17 day of October, 2002
(Notarial Seal)

Brenda Joyce Perry
Notary Public
MY COMMISSION EXPIRES JULY 12, 2004

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 _____ day of _____, _____.
(Notarial Seal)

Notary Public

CORPORATE/PARTNERSHIP

STATE OF ALABAMA)
_____ COUNTY)

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

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

ADDITIONAL ACKNOWLEDGMENTS

20021114000567560 Pg 4/4 35.00
Shelby Cnty Judge of Probate, AL
11/14/2002 11:27:00 FILED/CERTIFIED

INDIVIDUAL

STATE OF ALABAMA)
Jefferson COUNTY)

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

John M Beasley

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 17 day of October, 2002

(Notarial Seal)

Brenda Joyce Perry
Notary Public
MY COMMISSION EXPIRES JULY 21, 2004

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 _____ day of _____, _____.

(Notarial Seal)

Notary Public

CORPORATE/PARTNERSHIP

STATE OF ALABAMA)
_____ COUNTY)

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

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