

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

## MODIFICATION AND EXTENSION OF MORTGAGE

<p style="text-align: center;"><b>BORROWER</b></p> <p><b>RICHARD K WILKER</b></p>    <p style="text-align: center;"><b>ADDRESS</b></p> <p><b>3501 SHANDWICK PLACE</b>  <b>BIRMINGHAM, AL 35242</b></p> <p>TELEPHONE NO.                      IDENTIFICATION NO.</p>	<p style="text-align: center;"><b>MORTGAGOR</b></p> <p><b>RICHARD K WILKER, AND SPOUSE</b>  <b>CHRISTINE Y WILKER</b></p>    <p style="text-align: center;"><b>ADDRESS</b></p> <p><b>3501 SHANDWICK PLACE</b>  <b>BIRMINGHAM, AL 35242</b></p> <p>TELEPHONE NO.                      IDENTIFICATION NO.</p>
<p><b>ADDRESS OF REAL PROPERTY: 3501 SHANDWICK PLACE</b>  <b>BIRMINGHAM, AL 35242</b></p>	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 29th day of October, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233

(“Lender”).  
 A. On August 05, 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 One Hundred Fifty Thousand and no/100  
150,000.00

which Note is secured by a mortgage (“Mortgage”) dated August 05, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A (“Property”), and recorded on September 06, 2002 at INSTRUMENT 20020906000426660 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 October 29, 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 10-29-2002 THE LOAN MORTGAGE AMOUNT OF \$150,000.00 WAS INCREASED TO \$170,000.00.**

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 26A, ACCORDING TO THE RESURVEY OF GREYSTONE, 1ST SECTOR, PHASE I, AS RECORDED  
IN MAP BOOK 15, PAGE 52, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING  
SITUATED IN SHELBY COUNTY, ALABAMA.

**SCHEDULE B**

FIRST LIEN MORTGAGE PAUL M. & BETTY B. JACKSON IN THE AMOUNT OF \$175,000.00 DATED  
6-1-2001.

MORTGAGOR: RICHARD K WILKER

*Richard K Wilker*  
RICHARD K WILKER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: CHRISTINE Y WILKER

*Christine Y Wilker*  
CHRISTINE Y WILKER

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

LENDER: Compass Bank

*Scott Crain*  
By: Scott Crain  
Loan Officer

THIS DOCUMENT WAS PREPARED BY: Compass Bank

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

**ADDITIONALACKNOWLEDGMENTS**

20021114000568490 Pg 3/3 272.00  
Shelby Cnty Judge of Probate, AL  
11/14/2002 13:45:00 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  
Richard K. Wilker and Christine Y. Wilker

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 19<sup>th</sup> day of October, 2002

(Notarial Seal)

Shelia M. Mash

MY COMMISSION EXPIRES SEPTEMBER 17, 2006 Notary Public

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

\_\_\_\_\_ 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

\_\_\_\_\_ 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