



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

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

ALBI PLRCH

\$47.00  
Shelby

01329

77-2100211819

<p style="text-align: center;"><b>BORROWER</b></p> <p>PERRY L ALGREN DINA ALGREN</p> <p style="text-align: center;"><b>ADDRESS</b></p> <p>122 HEATHER RIDGE DRIVE PELHAM, AL 35124</p> <p>TELEPHONE NO.      IDENTIFICATION NO.</p>	<p style="text-align: center;"><b>MORTGAGOR</b></p> <p>PERRY L ALGREN, AND SPOUSE DINA ALGREN, AKA DINA CHERRYL DAY</p> <p style="text-align: center;"><b>ADDRESS</b></p> <p>122 HEATHER RIDGE DRIVE PELHAM, AL 35124</p> <p>TELEPHONE NO.      IDENTIFICATION NO.</p>
<p><b>ADDRESS OF REAL PROPERTY:</b> 122 HEATHER RIDGE DRIVE PELHAM, AL 35124</p>	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 22nd 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 April 19, 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 Sixty Thousand and no/100 Dollars (\$ 60,000.00),

which Note is secured by a mortgage ("Mortgage") dated April 19, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on May 10, 2002 at INSTRUMENT# 2002051000022120 in the records of the JUDGE OF PROBATE 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 22, 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 October 22, 2002, the unpaid principal balance due under the Note was \$ 83,000.00, 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 10/22/2002 THE LOAN AMOUNT WAS INCREASED TO \$83,000.00 FROM \$60,000.00.**

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 28, ACCORDING TO THE SURVEY OF THE HEATHER RIDGE, AS RECORDED IN MAP BOOK 17, PAGE 22, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

**SCHEDULE B**

1ST LIEN MORTGAGE: TRUSTMARK IN THE AMOUNT OF \$153,000.00 DATED 11/1996.

*PSA* *W. W. W.*

MORTGAGOR: PERRY L ALGREN

*Perry L. Algren*  
PERRY L ALGREN

MORTGAGOR:

MORTGAGOR: DINA ALGREN

*Dina Algren*  
DINA ALGREN

MORTGAGOR:

20021121000581180 Pg 3/3 107.00  
Shelby Cnty Judge of Probate, AL  
11/21/2002 11:24:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: PERRY L ALGREN

*Perry L. Algren*  
PERRY L ALGREN

BORROWER:

BORROWER: DINA ALGREN

*Dina Algren*  
DINA ALGREN

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Kimberly D. Brown*  
KIMBERLY BROWN  
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

Perry L. Algren and Dina Algren  
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 22<sup>nd</sup> day of October, 2002

(Notarial Seal)

*Kimberly D. Brown*  
Notary Public MY COMMISSION EXPIRES JUNE 12, 2005

State of Alabama )

County of Shelby )

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

Perry L. Algren and Dina Algren  
whose name(s) as one  
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 22<sup>nd</sup> day of October, 2002

(Notarial Seal)

*Kimberly D. Brown*  
Notary Public MY COMMISSION EXPIRES JUNE 12, 2005

THIS DOCUMENT WAS PREPARED BY: BILLY SAMUELS 100 GREENSPRINGS HWY BHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

*PSA Dda*