

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

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

BORROWER MICHAEL E HILL CAROL H HILL		MORTGAGOR MICHAEL E HILL AND SPOUSE, CAROL H HILL	
ADDRESS 114 ARLINGTON AVE. COLUMBIANA, AL 35051		ADDRESS 114 ARLINGTON AVE. COLUMBIANA, AL 35051	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 114 ARLINGTON AVE. COLUMBIANA, AL 35051			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 15th day of November, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On April 11, 1995, 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 Thousand and no/100 Dollars 100,000.00

which Note is secured by a mortgage ("Mortgage") dated April 11, 1995, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on 00/00/0000 at INSTRUMENT # 1995/10112 in the records of the SHELBY COUNTY, ALABAMA 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 15, 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 November 15, 2002, the unpaid principal balance due under the Note was \$ 15,000.00, 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 11-15-2002, THE MORTGAGE LOAN AMOUNT WAS DECREASED TO \$15,000.00, FROM \$100,000.00.

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 4, ACCORDING TO THE SURVEY OF ARLINGTON STREET EXTENSION SUBDIVISION, AS
RECORDED IN MAP BOOK 11 PAGE 65, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

SCHEDULE B

MORTGAGOR: MICHAEL E HILL

Michael E. Hill
MICHAEL E HILL

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: MICHAEL E HILL

Michael E. Hill
MICHAEL E HILL

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: CAROL H HILL

Carol H. Hill
CAROL H HILL

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: CAROL H HILL

Carol H. Hill
CAROL H HILL

BORROWER:

BORROWER:

BORROWER:

20021203000601110 Pg 3/3 39.50
Shelby Cnty Judge of Probate,AL
12/03/2002 12:49:00 FILED/CERTIFIED

LENDER: Compass Bank

By: Jack Armistead
JACK ARMISTEAD
LOAN OFFICER

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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

(Notarial Seal)

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael E. Hill
and Carol H. Hill

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 15th day of November, 2002.
(Notarial Seal) Timeta Giddens

Notary Public MY COMMISSION EXPIRES FEBRUARY 14, 2005

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.