



After Recordation Return to:  
 COMPASS BANK  
 P. O. Box 10556  
 Birmingham, AL 35296

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<b>BORROWER</b> JOEL C. MCGRUFF LAURIE T. MCGRUFF	<b>MORTGAGOR</b> JOEL C. MCGRIFF, AND SPOUSE LAURIE T. MCGRIFF
<b>ADDRESS</b> 4328 ASHINGTON DRIVE BIRMINGHAM, AL 35242 <small>TELEPHONE NO. IDENTIFICATION NO.</small>	<b>ADDRESS</b> 4328 ASHINGTON DRIVE BIRMINGHAM, AL 35242 <small>TELEPHONE NO. IDENTIFICATION NO.</small>
<b>ADDRESS OF REAL PROPERTY:</b> 4328 ASHINGTON DRIVE BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 9th day of December, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On August 11, 1998, 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 Six Thousand and no/100 Dollars (\$ 66,000.00), which Note is secured by a mortgage ("Mortgage") dated August 11, 1998, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on August 21, 1998 at BOOK 1998, PAGE 32649 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 December 09, 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 December 09, 2002, the unpaid principal balance due under the Note was \$ 0.00, 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 12-9-2002 THE LOAN MORTGAGE AMOUNT WAS INCREASED FROM \$66,000.00 TO \$157,000.00**

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 256, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, SIXTH SECTOR, THIRD PHASE, AS  
RECORDED IN MAP BOOK 15, PAGE 105, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**SCHEDULE B**

FIRST LIEN MORTGAGE COMPASS BANK IN THE AMOUNT OF \$330,000.00 DATED  
AUGUST 11, 1998

*JSM*  
*QTM*

MORTGAGOR: JOEL C. MCGRIFF

*Joel C McGriff*

JOEL C. MCGRIFF  
MORTGAGOR:

MORTGAGOR: LAURIE T. MCGRIFF

*Laurie T. McGriff*

LAURIE T. MCGRIFF  
MORTGAGOR:

20021226000644610 Pg 3/3 252.50  
Shelby Cnty Judge of Probate, AL  
12/26/2002 14:56:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: JOEL C. MCGRIFF

*Joel C McGriff*

JOEL C. MCGRIFF  
BORROWER:

BORROWER: LAURIE T. MCGRIFF

*Laurie T. McGriff*

LAURIE T. MCGRIFF  
BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Kristi Beasley*  
KRISTI BEASLEY  
LOAN OFFICER

STATE OF ALABAMA )  
JEFFERSON COUNTY )

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

JOEL C. MCGRIFF and spouse, LAURIE T. MCGRIFF

whose name(s) is/are signed to the foregoing instrument and who is/are known

Given under my hand and Official seal this 9th day of December, 2002.

(Notarial Seal)

STATE OF ALABAMA )  
JEFFERSON COUNTY )

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

Kristi Beasley

whose name(s) as Assistant Vice President

of Compass Bank

corporation

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 officer and with full authority, executed the same voluntarily for and as the act of said corporation

Given under my hand and official seal this 9th day of December 2002

(Notarial Seal)

My Commission Expires May 21, 2004

*Kristi Beasley*  
Notary Public

My Commission Expires: February 20, 2005

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK

Richard W. Theibert, Attorney, Najjar Denaburg, P.C., 2125 Morris Avenue, Birmingham, Alabama 35203

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER

(205) 250-8400

*JCM*