

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

Shelby
\$141.00
11.00
6.00
158.00

77-2100176772
**MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE**

01329

BORROWER		MORTGAGOR	
BILLY BABER DONNA BABER		BILLY R BABER A/K/A BILLY BABER AND WIFE, DONNA M BABER A/K/A DONNA BABER	
ADDRESS 111 CEDAR COVE LANE PELHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.		ADDRESS 111 CEDAR COVE LANE PELHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.	
ADDRESS OF REAL PROPERTY: 111 CEDAR COVE LANE PELHAM, AL 35124			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 19th 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 March 28, 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 One Thousand and no/100 Dollars (\$ 61,000.00), which Note is secured by a mortgage ("Mortgage") dated March 28, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on May 07, 2002 at INST.#2002050700021175 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 December 19, 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 19, 2002, the unpaid principal balance due under the Note was \$ 94,000.00, 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 12-19-2002 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$94,000.00 FROM \$61,000.00

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.

JB BB

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama:

LOT 6, CEDAR COVE ROYAL ADDITION, AS RECORDED IN MAP BOOK 12, PAGE 66, AS RECORDED
IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN THE CITY OF
PELHAM, COUNTY OF SHELBY, STATE OF ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: CHASE, IN THE AMOUNT OF \$113,000.00 DATED NOVEMBER 1998

JB BB

MORTGAGOR: BILLY BABER

MORTGAGOR: DONNA BABER

BILLY BABER

DONNA BABER

MORTGAGOR:

MORTGAGOR:

20030113000025160 Pg 3/3 158.00
Shelby Cnty Judge of Probate, AL
01/13/2003 15:00:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: BILLY BABER

BORROWER: DONNA BABER

BILLY BABER

DONNA BABER

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: Kim Brown for Steve Pate
Steve Pate
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 Billy Baber and Donna Baber
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 19th day of December, 2002

(Notarial Seal)

Kimberly L. Brown
Notary Public

State of Alabama)

County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Billy Baber and Donna Baber
whose name(s) as Owners
of 111 Cedar Cove Ln Pelham, AL 35124, a
person 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
Owners and with full authority, executed the same voluntarily for and as the act of said
instruments

Given under my hand and official seal this 19th day of December, 2002

(Notarial Seal)

Kimberly L. Brown
Notary Public

MY COMMISSION EXPIRES JUNE 12, 2005

THIS DOCUMENT WAS PREPARED BY: KEVIN BURRUS, COMPASS BANK 100 GREENSPRINGS HWY, BIRMINGHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.