

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

Shelby, AL
\$169.00

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

01/31/8

2000284171

BORROWER GENE LINTON VILLETA LINTON ADDRESS 6163 RUSHING PARC LANE HOOVER, AL 35244 TELEPHONE NO. IDENTIFICATION NO.	MORTGAGOR GENE LINTON, AKA EUGENE E LINTON JR, AND WIFE VILLETA LINTON, AKA VILLETA M LINTON ADDRESS 6163 RUSHING PARC LANE HOOVER, AL 35244 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 6163 RUSHING PARC LANE HOOVER, AL 35244	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 2nd day of January, 2003, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On December 22, 1997, 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 Thirty Three Thousand Seven Hundred and no/100 Dollars (\$ 33,700.00), which Note is secured by a mortgage ("Mortgage") dated December 22, 1997, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on December 30, 1997 at INSTRUMENT # 1997-42131 in the records of the SHELBY COUNTY RECORDERS OFFICE 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 January 02, 2038, 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 January 02, 2003, the unpaid principal balance due under the Note was \$ 100,000.00, 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 JANUARY 2, 2003 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$100,000.00 FROM \$33,700.00

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 17, ACCORDING TO THE SURVEY OF RUSHING PARC SECTOR ONE, AS RECORDED IN MAP BOOK
19, PAGE 20 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

1ST LIEN MORTGAGE: CHASE, IN THE AMOUNT OF \$ 164,000.00 DATED 12/2002

MORTGAGOR: GENE LINTON

MORTGAGOR: VILLETA LINTON

GENE LINTON

Villeta Linton
VILLETA LINTON

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: GENE LINTON

BORROWER: VILLETA LINTON

GENE LINTON

Villeta Linton
VILLETA LINTON

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: 
KEVIN GRAHAM
LOAN OFFICER

AL-BI-RC-BCH

State of Alabama)

County of Jefferson)

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

Gene Linton

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 2nd day of Jan

2003

(Notarial Seal)


Notary Public

State of Alabama)

County of Jefferson)

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

Villeta Linton

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 2nd day of Jan

2003

(Notarial Seal)


Notary Public

NOTARY PUBLIC
JAN 10 2003

THIS DOCUMENT WAS PREPARED BY: VICKIE GURLEY, 100 GREENSPRINGS HWY BHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.