

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

Shelby, AL

\$ 15,000

### MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

01317

77-2100059580

<b>BORROWER</b> TOM SLIMICK BARBARA S SLIMICK		<b>MORTGAGOR</b> THOMAS E SLIMICK A/K/A TOM SLIMICK AND BARBARA S SLIMICK, HUSBAND AND WIFE	
<b>ADDRESS</b> 3460 INDIAN LAKE LANE BIRMINGHAM, AL 35244		<b>ADDRESS</b> 3460 INDIAN LAKE LANE BIRMINGHAM, AL 35244	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
<b>ADDRESS OF REAL PROPERTY:</b> 3460 INDIAN LAKE LANE BIRMINGHAM, AL 35244			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 23rd 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 October 09, 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 Fifteen Thousand and no/100 Dollars (\$ 15,000.00), which Note is secured by a mortgage ("Mortgage") dated October 09, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on November 14, 2002 at INSTRUMENT #20021114000567580 in the records of the SHELBY COUNTY RECORDER'S OFFICE of JEFFERSON 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 23, 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 23, 2003, the unpaid principal balance due under the Note was \$ 90,000.00, 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 15, 2003 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$90,000 FROM \$15,000.**

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 ~~JEFFERSON~~ Shelby, State of Alabama:  
**SEE EXHIBIT "A"**

**SCHEDULE B**

**FIRST LIEN MORTGAGE: WELLS FARGO IN THE AMOUNT OF \$211,000 DATED OCTOBER 31, 2002.**

MORTGAGOR: TOM SLIMICK  
*[Signature]*  
TOM SLIMICK

MORTGAGOR: BARBARA S SLIMICK  
*[Signature]*  
BARBARA S SLIMICK

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: TOM SLIMICK  
*[Signature]*  
TOM SLIMICK

BORROWER: BARBARA S SLIMICK  
*[Signature]*  
BARBARA S SLIMICK

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank  
By: *[Signature]*  
KEVIN B GRAHAM  
LOAN ORIGINATOR

Shelby )  
: )

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

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

(Notarial Seal) 23 January 2003  
Debra B. Howa

Notary Public, Alabama State at Large  
My Commission Expires April 19, 2003

Shelby )  
: )

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

whose name(s) as Barbara S. Slimick  
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 23 day of January 2002  
(Notarial Seal) Debra B. Howa

Notary Public

Notary Public, Alabama State at Large  
My Commission Expires April 19, 2003

THIS DOCUMENT WAS PREPARED BY: CHARLOTTE LUCAS 100 GREENSPRINGS HWY HOMEWOOD, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

# Exhibit "A"

## LEGAL DESCRIPTION

Parcel I: A parcel of land situated in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of said NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 36 and run in a Westerly direction along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section for a distance of 132.93 feet, said line also being the Northerly right of way line of Indian Lake Lane; thence turn an angle to the left of 77 degrees 25 minutes 48 seconds and leaving said North line run in a Southwesterly direction for a distance of 61.46 feet to a point on the Southerly right of way line of said Indian Lake Lane; said point being the point of beginning. From said point of beginning continue along the last described course for a distance of 304.18 feet; thence turn an angle to the right of 36 degrees 08 minutes 00 seconds and run in a Southwesterly direction for a distance of 12.58 feet; thence turn an angle to the right of 110 degrees 37 minutes 18 seconds and run in a Northwesterly direction for a distance of 62.48 feet; thence turn an angle to the left of 13 degrees 21 minutes 27 seconds and run in a Northwesterly direction for a distance of 122.78 feet; thence turn an angle to the left of 15 degrees 45 minutes 59 seconds and run in a Northwesterly direction for a distance of 158.11 feet to a point on the Southeasterly right of way line of said Indian Lake Lane, said point being on a curve to the right having a radius of 387.10 feet and a central angle of 27 degrees 14 minutes 25 seconds; thence turn an angle to the right of 112 degrees 33 minutes 32 seconds to the tangent of said curve and run in a Northeasterly to Easterly direction along the arc of said curve and along said Southeasterly right of way line for an arc distance of 184.04 feet to the end of said curve; thence run in an Easterly direction tangent to said curve and along said Southerly right of way line of Indian Lake Lane for a distance of 110.00 feet to the point of beginning of the herein described parcel of land.

Parcel II: A parcel of land situated in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of said NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 36 and run in a Westerly direction along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section for

## Exhibit "A"

a distance of 132.93 feet; said line also being the Northerly right of way of Indian Lake Lane; thence turn an angle to the left of 77 degrees 25 minutes 48 seconds and leaving said North line in a Southwesterly direction for a distance of 61.46 feet to a point on the Southerly right of way line of said Indian Lake Lane; thence turn an angle to the right of 77 degrees 25 minutes 48 seconds and run in a Westerly direction along said Southerly right of way line for a distance of 110.00 feet to the beginning of a curve to the left having a radius of 387.10 feet and a central angle of 27 degrees 14 minutes 25 seconds; thence run in a Westerly to Southwesterly direction along the arc of said curve and along the Southeasterly right of way line of said Indian Lake Lane for an arc distance of 184.04 feet to the point of beginning; From said point of beginning turn an angle to the left of 112 degrees 33 minutes 32 seconds from the tangent of said curve and leaving said right of way line run in a Southeasterly direction for a distance of 158.11 feet; thence turn an angle to the right of 15 degrees 45 minutes 99 seconds and run in a Southeasterly direction for a distance of 122.78 feet; thence turn an angle to the right of 23 degrees 21 minutes 27 seconds and run in a Southeasterly direction for a distance of 62.48 feet; thence turn an angle to the right of 69 degrees 22 minutes 42 seconds and run in a Southwesterly direction for a distance of 114.42 feet; thence turn an angle to the right of 89 degrees 16 minutes 12 seconds and run in a Northwesterly direction for a distance of 346.29 feet to a point on the Southeasterly right of way line of said Indian Lake Lane, said point being on a curve to the right having a radius of 387.10 feet an a central angle of 19 degrees 50 minutes 02 seconds; thence turn an angle to the right of 84 degrees 57 minutes 10 seconds to the tangent of said curve and run in a Northeasterly direction along the arc of said curve and along said Southeasterly right of way line for an arc distance of 134.00 feet to the point of beginning of the herein described parcel of land.

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All information contained herein is deemed reliable but not guaranteed.

\*\*\*\*\*Please retain FAX as your original copy\*\*\*\*\*