

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

Shelby, AL
\$152.00

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

01316

7156562100267167

BORROWER KAREN M SCHWELLING LESLIE SCHWELLING ADDRESS 122 LAKE DAVIDSON LN HELENA, AL 35080 TELEPHONE NO. IDENTIFICATION NO.	MORTGAGOR KAREN M SCHWELLING, AND SPOUSE LESLIE SCHWELLING ADDRESS 122 LAKE DAVIDSON LN HELENA, AL 35080 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 122 LAKE DAVIDSON LN HELENA, AL 35080	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 29th 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 July 03, 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 Fifty Thousand and no/100 Dollars (\$ 50,000.00), which Note is secured by a mortgage ("Mortgage") dated July 03, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on August 02, 2002 at BOOK 2002 PAGE 36112 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 29, 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 29, 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 29, 2003 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$90000.00 FROM \$50000.00.

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 11, ACCORDING TO THE SURVEY OF OLD TOWN HELENA, AS RECORDED IN MAP BOOK 22,
PAGE 26 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

MORTGAGOR: KAREN M SCHWELLING

Karen M. Schwelling

KAREN M SCHWELLING

MORTGAGOR:

MORTGAGOR: LESLIE SCHWELLING

Leslie Schwelling

LESLIE SCHWELLING

MORTGAGOR:

20030217000098780 Pg 3/3 152.00
Shelby Cnty Judge of Probate, AL
02/17/2003 13:16:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: KAREN M SCHWELLING

Karen M. Schwelling

KAREN M SCHWELLING

BORROWER:

BORROWER: LESLIE SCHWELLING

Leslie Schwelling

LESLIE SCHWELLING

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By:

Kathy Williams

KATHY WILLIAMS

LOAN OFFICER

State of Alabama)
County of Jefferson;

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
Karen m. Schwelling and/or Leslie Schwelling
whose name(s) is/are signed to the foregoing instrument and who is/are know

29th day of January 2003
Kathleen Sellers Smith

(Notarial Seal)

MY COMMISSION EXPIRES JULY 9, 2005

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
whose name(s) as
of 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 _____ day of _____ , _____
(Notarial Seal)

Notary Public

THIS DOCUMENT WAS PREPARED BY: JACQUELINE BENTON 100 GREENSPRINGS HWY BHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.