

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

**MODIFICATION AND EXTENSION  
OF PROMISSORY NOTE/MORTGAGE**

<b>BORROWER</b> ELISHA K KIRKPATRICK DANNY S KIRKPATRICK	<b>MORTGAGOR</b> ELISHA K KIRKPATRICK, AND SPOUSE DANNY S KIRKPATRICK
<b>ADDRESS</b> 3022 FOREST MEADOWS CIR BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.	<b>ADDRESS</b> 3022 FOREST MEADOWS CIR BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.
<b>ADDRESS OF REAL PROPERTY:</b> 3022 FOREST MEADOWS CIR BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 13th day of February, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On February 27, 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 Twenty Three Thousand Seven Hundred and no/100 Dollars (\$ 23,700.00), which Note is secured by a mortgage ("Mortgage") dated February 27, 1997, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on March 05, 1997 at BOOK 1997 PAGE 6805 in the records of the SHELBY COUNTYS RECORDER OFFICER 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 February 13, 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 February 13, 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 FEBRUARY 13, 2003 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$68000.00 FROM \$23700.00.**

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 29, ACCORDIG TO THE SURVEY OF OAK MEADOWS, 1ST SECTOR, AS RECORDED IN MAP BOOK  
20 PAGE 71, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**SCHEDULE B**

1ST LIEN MORTGAGE: BANK OF OKLAHOMA IN THE AMOUNT OF \$208000.00 DATED OCTOBER 1998.

Handwritten signature and initials in the bottom right corner of the page.

MORTGAGOR: ELISHA K KIRKPATRICK

ELISHA K KIRKPATRICK

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: ELISHA K KIRKPATRICK

ELISHA K KIRKPATRICK

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: DANNY S KIRKPATRICK

DANNY S KIRKPATRICK

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: DANNY S KIRKPATRICK

DANNY S KIRKPATRICK

BORROWER:

BORROWER:

BORROWER:

20030303000125660 Pg 3/3 119.00  
Shelby Cnty Judge of Probate, AL  
03/03/2003 10:44:00 FILED/CERTIFIED

LENDER: Compass Bank

By:   
LINDA RING  
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 Elisha K Kirkpatrick & Danny S Kirkpatrick  
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 13th day of February 2003  
(Notarial Seal) Linda Ring

Notary Public

MY COMMISSION EXPIRES NOVEMBER 20, 2004

State of Alabama )  
County of \_\_\_\_\_ )

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

elle  
DK