

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

Shelby, AL
\$ 65.10

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

77-2100127312

01318

BORROWER THAD JIMMIE HOWARD JANIE HOWARD	MORTGAGOR THAD JIMMIE HOWARD, AND HIS WIFE JANIE E HOWARD, AKA JANIE HOWARD
ADDRESS 641 MEADOW RIDGE DRIVE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.	ADDRESS 641 MEADOW RIDGE DRIVE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 641 MEADOW RIDGE DRIVE BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 14th day of April, 2003, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On November 27, 2001, 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 Five Thousand and no/100 Dollars (\$ 25,000.00), which Note is secured by a mortgage ("Mortgage") dated November 27, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on December 21, 2001 at BOOK/PAGE: 2001/56267 in the records of the 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 April 14, 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 April 14, 2003, the unpaid principal balance due under the Note was \$ 31,400.00, 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 3/27/2003 THE LOAN MORTGAGE AMOUNT WAS INCREASED TO \$31,400.00 FROM \$25,000.00.

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.

SCHEDULE A

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

LOT 18, ACCORDING TO THE SURVEY OF MEADOW BROOK CLUSTER HOMES, 2ND SECTOR, AS
RECORDED IN MAP BOOK 22, PAGE 110, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: COUNTRYWIDE IN THE AMOUNT OF \$180,000.00 DATED 10/2002.

MORTGAGOR: THAD JIMMIE HOWARD

Thad Jimmie Howard
THAD JIMMIE HOWARD

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: THAD JIMMIE HOWARD

Thad Jimmie Howard
THAD JIMMIE HOWARD

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: JANIE HOWARD

Janie Howard
JANIE HOWARD

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: JANIE HOWARD

Janie Howard
JANIE HOWARD

BORROWER:

BORROWER:

BORROWER:

20030509000289370 Pg 3/3 65.10
Shelby Cnty Judge of Probate, AL
05/09/2003 12:53:00 FILED/CERTIFIED

LENDER: Compass Bank

By: Brian Campbell
BRIAN CAMPBELL
ORIGINATOR

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thad Jimmie Howard & Janie Howard 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 14th day of April, 2003
(Notarial Seal) Stacy M. Jacobs

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

MY COMMISSION EXPIRES OCTOBER 23, 2004

THIS DOCUMENT WAS PREPARED BY: CANDI MILLS, 100 GREENSPRINGS HWY BHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.