20050316000117500 1/3 $18.00
Shelby Cnty Judge of Probate,AL
03/16/2005 09:38:29AM FILED/CERT

After Recordation Return to:
COMPASS BANK
P. O. Box 10566
Birmingham, AL 35296
AL-01-SC-LLE

Shelby 17

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER	MORTGAGOR
ROBERT S HELMS STEPHANIE S HELMS	ROBERT S HELMS, AND SPOUSE STEPHANIE S HELMS
ADDRESS 331 GRAND VISTA CIRCLE CHELSEA, AL 35043	ADDRESS 331 GRAND VISTA CIRCLE CHELSEA, AL 35043
TELEPHONE NO. IDENTIFICATION NO.	TELEPHONE NO. IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: 331 GRAND VISTA CIRCLE
CHELSEA, AL 35043

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 23rd day of August, 2004, is executed by and between the parties identified above and Compass Bank , 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On May 22, 2003, 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 Forty Nine Thousand Six Hundred and no/100 Dollars ($ 49,600.00), which Note is secured by a mortgage ("Mortgage") dated May 22, 2003, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on June 16, 2003 at 20030616000374100 PAGE 1/5 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 _____, 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 _____, the unpaid principal balance due under the Note was $ _____, and the accrued and unpaid interest on that date was $ _____. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

☒ The Note and Mortgage are further modified as follows:
EFFECTIVE AUGUST 23, 2004 THE LINE ACCOUNT NUMBER # 4355760000341059 DATED 5/22/2003 WILL BE DECREASED FROM $49,600.00 TO $38,500.00

THIS LINE HAS AN OUTSTANDING BAL OF $38,415.25 AS OF AUGUST 23,2004

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.

LPAL582 © John H. Harland Co. (01/12/99) (800) 937-3799

SCHEDULE A

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

LOT 45, ACCORDING TO THE SURVEY OF HIGH CHAPARRAL, SECTOR 3, AS RECORDED IN MAP BOOK 25, PAGE 83 A, B, AND C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATE IN SHELBY COUNTY, ALABAMA.

20050316000117500 2/3 $18.00
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SCHEDULE B

1ST LIEN MORTGAGE: SOURCE ONE, IN THE AMOUNT OF $ 280,000.00 DATED 8/2001

MORTGAGOR: ROBERT S HELMS

ROBERT S HELMS

MORTGAGOR: STEPHANIE S HELMS

STEPHANIE S HELMS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: ROBERT S HELMS

ROBERT S HELMS

BORROWER: STEPHANIE S HELMS

STEPHANIE S HELMS

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

20050316000117500 3/3 $18.00
Shelby Cnty Judge of Probate, AL
03/16/2005 09:38:29AM FILED/CERT

LENDER: Compass Bank

By:
STACEY DUCOTE
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 Robert S Helms and Stephanie S Helms 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 23 day of August, 2004

(Notarial Seal)

Notary Public

JOY E. WHITE
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 8-6-2007

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: VICKIE NORWOOD, 401 W VALLEY AVE BHAM AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.