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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

Inst # 2001-27060

07/02/2001-27060
10:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
159.50
003 NB

BORROWER		MORTGAGOR	
JAMES R BRANDT MARIA G BRANDT		JAMES BRANDT A/K/A JAMES R BRANDT & WIFE, MARIA BRANDT A/K/A MARIA G BRANDT	
ADDRESS 3121 HARWICK DRIVE BIRMINGHAM, AL 35242		ADDRESS 3121 HARWICK DRIVE BIRMINGHAM, AL 35242	
TELEPHONE NO. (205) 995-1116	IDENTIFICATION NO. [REDACTED]	TELEPHONE NO. (205) 995-1116	IDENTIFICATION NO. [REDACTED]
ADDRESS OF REAL PROPERTY: 3121 HARWICK DRIVE BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 12th day of June, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On June 04, 1993, 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 June 04, 1993, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on June 23, 1993 at INSTR. #1999-38991 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 June 12, 2036, 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 June 12, 2001, the unpaid principal balance due under the Note was \$ 95,000.00, 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 6/12/01, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$95,000.00 FROM \$60,000.00.

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.

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SCHEDULE A

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

LOT 20, ACCORDING TO THE MAP AND SURVEY OF ALTADENA WOODS, 3RD SECTOR, AS RECORDED
IN MAP BOOK 11, PAGE 7, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: GMAC IN THE AMOUNT OF \$129,000.00 DATED 10/5/93.

MORTGAGOR: JAMES R BRANDT

[Signature]
JAMES R BRANDT

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: MARIA G BRANDT

[Signature]
MARIA G BRANDT

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: JAMES R BRANDT

[Signature]
JAMES R BRANDT

BORROWER:

BORROWER:

BORROWER:

BORROWER: MARIA G BRANDT

[Signature]
MARIA G BRANDT

BORROWER:

BORROWER:

Inst # 2001-27060

BORROWER:

07/02/2001-27060
10:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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LENDER: Compass Bank

By:
KAREN COALSON
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 James R Brandt Maria G Brandt 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 12 day of June, 2001
(Notarial Seal) [Signature]
Notary Public

State of Alabama)

County of _____)

MY COMMISSION EXPIRES FEBRUARY 2, 2003

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: TARA SEAHORN, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.