

Inst # 2001-30702

07/24/2001-30702
12:12 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 NSB 72.20

2000300308
After Recordation Return to:
COMPASS BANK
P. O. Box 10566
Birmingham, AL 35296

01318
**MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE**

BORROWER CLINTON G GAISSERT, JR SARAH E GAISSERT	MORTGAGOR CLINTON G GAISSERT, JR, AND WIFE SARAH E GAISSERT
ADDRESS 843 WILLOW OAK DRIVE BIRMINGHAM, AL 35244 TELEPHONE NO. (205) 987-0202 IDENTIFICATION NO.	ADDRESS 843 WILLOW OAK DRIVE BIRMINGHAM, AL 35244 TELEPHONE NO. (205) 987-0202 IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 843 WILLOW OAK DRIVE BIRMINGHAM, AL 35244	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 6th day of July, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On June 30, 1998, 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 Thousand and no/100

Dollars (\$ 40,000.00),

which Note is secured by a mortgage ("Mortgage") dated June 30, 1998, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on

at _____ 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 July 06, 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 July 06, 2001, the unpaid principal balance due under the Note was \$ 36,772.44, 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:

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.

5146722

SCHEDULE A

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

**LOT 22, ACCORDING TO THE AMENDED MAP OF RIVERCHASE COUNTRY CLUB, SIXTH ADDITION,
RECORDED IN MAP BOOK 7, PAGE 93, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

SCHEDULE B

**FIRST LIEN DEED OF TRUST: COMPASS BANK IN THE AMOUNT OF \$140,000.00 DATED AUGUST
25, 1995.**

MORTGAGOR: CLINTON G. GAISSERT, JR
[Signature]
CLINTON G. GAISSERT, JR
MORTGAGOR:

MORTGAGOR: SARAH E. GAISSERT
[Signature]
SARAH E. GAISSERT
MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: CLINTON G. GAISSERT, JR
[Signature]
CLINTON G. GAISSERT, JR
BORROWER:

BORROWER: SARAH E. GAISSERT
[Signature]
SARAH E. GAISSERT
BORROWER:

BORROWER:

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BORROWER:

LENDER: Compass Bank
By:
HOLLY BURRIS
LOAN ORIGINATOR

State of Alabama)
County of Jefferson)
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clinton Gaisert
Sarah Gaisert
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 6 day of July 2001
(Notarial Seal) [Signature]
MY COMMISSION EXPIRES JUNE 3, 2004 Notary Public

State of Alabama)
County of Jefferson)
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: BETHANY ASHE, AN EMPLOYEE OF COMPASS BANK
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.