

2100020079

After Recordation Return to:
COMPASS BANK
P O Box 10566
Birmingham, Al 35233

Inst # 2001-40030
09/17/2001-40188-
11:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CH 92.00

MODIFICATION AND EXTENSION OF MORTGAGE

BORROWER JOSEPH H DAVIS, JR ANNE-MARIE P DAVIS		MORTGAGOR JOSEPH H DAVIS, JR, AND WIFE ANNE-MARIE P DAVIS	
ADDRESS 5108 BROKEN BOW DRIVE BIRMINGHAM, AL 35242		ADDRESS 5108 BROKEN BOW DRIVE BIRMINGHAM, AL 35242	
TELEPHONE NO. (205) 991-3188	IDENTIFICATION NO. [REDACTED]	TELEPHONE NO. (205) 991-3188	IDENTIFICATION NO. [REDACTED]
ADDRESS OF REAL PROPERTY: 5108 BROKEN BOW DRIVE BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 27th day of August, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On June 19, 2000, 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 Fifty Thousand and no/100 Dollars (\$ 50,000.00), which Note is secured by a mortgage ("Mortgage") dated June 19, 2000, 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 **JUDGE OF PROBATE** 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 August 27, 2036, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly.

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.

5160074

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama
BEING KNOWN AND DESIGNATED AS LOT 17, IN BROKEN BOW SUBDIVISION, AS SHOWN ON A PLAT
RECORDED IN PLAT BOOK 6, AT PAGE 152, SHELBY COUNTY RECORDS.

SCHEDULE B

FIRST LIEN MORTGAGE: COLONIAL BANK IN THE AMOUNT OF \$88,000.00 DATED 12/1995.

MORTGAGOR: JOSEPH H DAVIS, JR

MORTGAGOR: ANNE-MARIE P DAVIS

Joseph H Davis, Jr

JOSEPH H DAVIS, JR

Anne-Marie Davis

ANNE-MARIE P DAVIS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

LENDER: Compass Bank

Stacey Ducote

BY: STACEY DUCOTE
LOAN ORIGINATOR

THIS DOCUMENT WAS PREPARED BY: BETHANY ASHE, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

ADDITIONAL ACKNOWLEDGMENTS

INDIVIDUAL

STATE OF ALABAMA)

Shelby COUNTY)

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

Joseph B. Lewis, Jr. & Anne-Marie P. Lewis

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 27th day of August, 2001.

(Notarial Seal)

Stacey M. Dicks
Notary Public

MY COMMISSION EXPIRES OCTOBER 23, 2004

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

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 _____ day of _____, _____.

(Notarial Seal)

Inst # 2001-40130
Notary Public
09/17/2001-40130
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SHELBY COUNTY JUDGE OF PROBATE
003 CH 92.00

CORPORATE/PARTNERSHIP

STATE OF ALABAMA)

_____ COUNTY)

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

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