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Inst # 2001-45536

After Recordation Return to:
Compass Bank
P O Box 10566
Birmingham, Al 35233

10/22/2001-45536
03:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 122.00

MODIFICATION AND EXTENSION OF MORTGAGE

BORROWER JEREMY L SCHIFF		MORTGAGOR JEREMY L SCHIFF, AND WIFE TRACY C SCHIFF	
ADDRESS 2526 WOODFERN CR BIRMINGHAM, AL 35244		ADDRESS 2526 WOODFERN CR BIRMINGHAM, AL 35244	
TELEPHONE NO. (205) 989-4611	IDENTIFICATION NO.	TELEPHONE NO. (205) 989-4611	IDENTIFICATION NO. [REDACTED]
ADDRESS OF REAL PROPERTY: 2526 WOODFERN CR BIRMINGHAM, AL 35244			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 26th day of September, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On February 19, 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 February 19, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on March 07, 2001 at SHELBY in the records of the JUDGE OF PROBATE of JEFFERSON 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 September 26, 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:
EFFECTIVE SEPTEMBER 26, 2001, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$70,000.00 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.

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SHELBY COUNTY JUDGE OF PROBATE
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SCHEDULE A

The following described real property located in the County of JEFFERSON, State of Alabama
BEING KNOWN AND DESIGNATED AS LOT 3245, ACCORDING TO THE SURVEY OF RIVERCHASE
COUNTRY CLUB, 32ND ADDITION, AS RECORDED IN MAP BOOK 14 PAGE 53 "A" AND "B", IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: COMPASS BANK IN THE AMOUNT OF \$386,000.00 DATED AUGUST 27,
1999.

MORTGAGOR: JEREMY L SCHIFF

MORTGAGOR: TRACY C SCHIFF

JEREMY L SCHIFF

TRACY C SCHIFF

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

LENDER: Compass Bank

By:
LIZ BELL
LOAN OFFICER

THIS DOCUMENT WAS PREPARED BY: VERONICA LAWS, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

