

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

881.50
 Shelby County

**MODIFICATION AND EXTENSION
 OF MORTGAGE**

77-2000251832

01514

<p>BORROWER T DALE NEUENDORF</p>		<p>MORTGAGOR T DALE NEUENDORF, AND WIFE MARY T NEUENDORF</p>	
<p>ADDRESS 1677 WINGFIELD DR BIRMINGHAM, AL 35242</p>		<p>ADDRESS 1677 WINGFIELD DR BIRMINGHAM, AL 35242</p>	
<p>TELEPHONE NO. _____</p>	<p>IDENTIFICATION NO. _____</p>	<p>TELEPHONE NO. _____</p>	<p>IDENTIFICATION NO. _____</p>
<p>ADDRESS OF REAL PROPERTY: 1677 WINGFIELD DR BIRMINGHAM, AL 35242</p>			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 21st day of May, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On November 13, 1996, 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 November 13, 1996, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on November 19, 1996 at INSTRUMENT NO. 1996/38188 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 May 21, 2037, 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 MAY 20, 2002, THE MORTGAGE LOAN AMOUNT WAS INCREASE TO \$93,000.00 FROM \$50,000.00.

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.

SCHEDULE A

The following described real property located in the County of **SHELBY**, State of **Alabama**
LOT 846, ACCORDING TO BROOK HIGHLAND, AND EDDLEMAN COMMUNITY, 8TH SECTOR, 2ND PHASE, AS RECORDED IN MAP BOOK 16, PAGE 96, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: WELLS FARGO IN THE AMOUNT OF \$203,250.00 DATED MARCH 17, 1993.

MORTGAGOR: **T DALE NEUENDORF**

T Dale Neuendorf

T DALE NEUENDORF

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: **MARY T NEUENDORF**

Mary T Neuendorf

MARY T NEUENDORF

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

LENDER: **Compass Bank**

By: *T. D. Chiara*

TONY DICHIARA
LOAN OFFICER

THIS DOCUMENT WAS PREPARED BY: VERONICA LAWS, 100 GREENSPRING HWY., BIRMINGHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

ADDITIONALACKNOWLEDGMENTS

20020702000308980 Pg 3/3 81.50
Shelby Cnty Judge of Probate, AL
07/02/2002 13:25:00 FILED/CERTIFIED

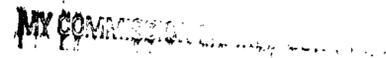
INDIVIDUAL

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
T. Dale and Mary Nevendorf

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 21 day of May, 2002.

(Notarial Seal) 

T. Dilcher
Notary Public

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)

Notary Public

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 _____ 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 _____ 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