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20020710000318090 Pg 1/3 126.50
Shelby Cnty Judge of Probate, AL
07/10/2002 08:50:00 FILED/CERTIFIED

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

Shelby Co, AL

\$126.50

MODIFICATION AND EXTENSION
OF MORTGAGE

BORROWER STEVEN SCHENCKER	MORTGAGOR STEVEN SCHENCKER, AND WIFE PATRICIA SCHENCKER
ADDRESS 234 GLYNN HOLLOW CIRCLE COLUMBIANA, AL 35051	ADDRESS 234 GLYNN HOLLOW CIRCLE COLUMBIANA, AL 35051
TELEPHONE NO. IDENTIFICATION NO.	TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 234 GLYNN HOLLOW CIRCLE COLUMBIANA, AL 35051	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 31st 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 July 27, 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 Seventy Five Thousand and no/100 Dollars (\$ 75,000.00), which Note is secured by a mortgage ("Mortgage") dated July 27, 2000, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on March 03, 2000 at INSTRUMENT NO: 2000-6731 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 May 31, 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 5/31/2002 THE LOAN AMOUNT WAS INCREASED FROM \$75,000.00 TO \$148,000.00

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:

THE FOLLOWING REAL PROPERTY SITUATE IN THE CITY OF COLUMBIANA, COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

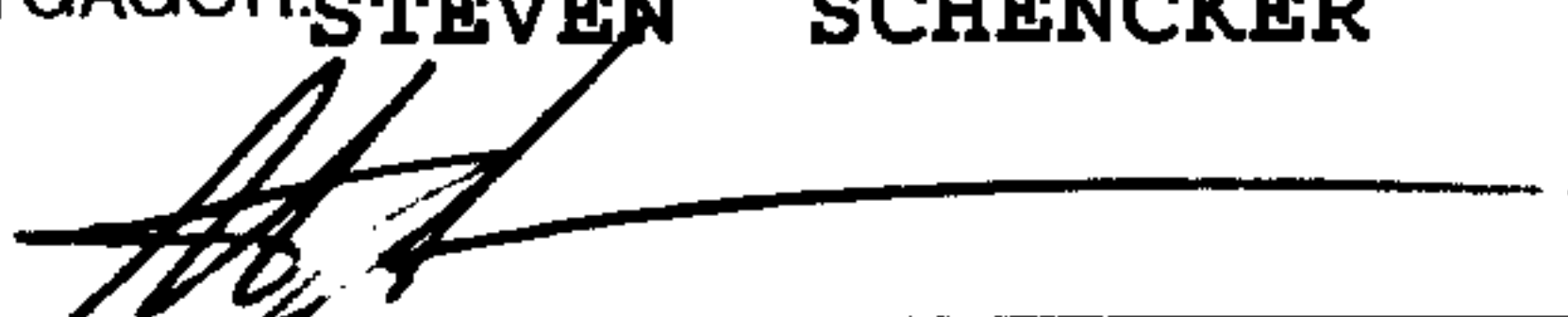
LOT 3, ACCORDING TO THE SURVEY OF GLYNN HOLLOW AS RECORDED IN MAP BOOK 24, PAGE 96 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BY FEE SIMPLE DEED FROM S & S DEVELOPMENT AS SET FORTH IN INSTRUMENT NO. 1999-31056, RECORDED ON 7/26/1999, SHELBY COUNTY RECORDS.

SCHEDULE B

1ST LIEN MORTGAGE: 1ST FEDERAL, IN THE AMOUNT OF \$270,000.00 DATED 1/2000

MORTGAGOR: STEVEN SCHENCKER


STEVEN SCHENCKER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: PATRICIA SCHENCKER


PATRICIA SCHENCKER

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

LENDER Compass Bank

By: 
STACEY DUCOTE
LOAN OFFICER

THIS DOCUMENT WAS PREPARED BY: AMANDA GOTTIER 100 GREENSPRINGS HWY B'HAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

ADDITIONAL ACKNOWLEDGMENTS

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INDIVIDUAL

STATE OF ALABAMA)
Shelby COUNTY)

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

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 *31st* day of *May*, *2002*.

(Notarial Seal)

Hacey 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)

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 _____, 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