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01317 CC

20020816000389490 Pg 1/3 111.50
Shelby Cnty Judge of Probate, AL
08/16/2002 11:37:00 FILED/CERTIFIED

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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

5104.00
Shelby

BORROWER		MORTGAGOR	
FOREST H SUBER RHONDA B SUBER		FOREST H SUBER, MARRIED RHONDA B SUBER, MARRIED	
ADDRESS		ADDRESS	
3808 KINROSS DR BIRMINGHAM, AL 35242		3808 KINROSS DR BIRMINGHAM, AL 35242	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 3808 KINROSS DR BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 12th day of June, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On _____, 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 Three Thousand and no/100 Dollars (\$ 43,000.00), which Note is secured by a mortgage ("Mortgage") dated _____, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on May 07, 1998 at INSTRUMENT #1998-16617 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 June 12, 2037, 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 June 12, 2002, the unpaid principal balance due under the Note was \$ 63,000.00, 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:
EFFECTIVE OF ON 06/12/2002 THE MORTGAGE AMOUNT WAS INCREASED TO \$63,000.00 FROM \$43,000.00

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 JEFFERSON, State of Alabama

LOT 335-A, ACCORDING TO A RESUREVEY OF PLOTS 334 & 335 OF BROOK HIGHLAND, AND
EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 14, PAGE 13, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: CHASE, IN THE AMOUNT OF \$130,000.00 DATED 09/18/2000

MORTGAGOR: FOREST H SUBER

Forest H. Suber

FOREST H SUBER

MORTGAGOR:

MORTGAGOR: RHONDA B SUBER

Rhonda B. Suber

RHONDA B SUBER

MORTGAGOR:

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MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: FOREST H SUBER

Forest H. Suber

FOREST H SUBER

BORROWER:

BORROWER: RHONDA B SUBER

Rhonda B. Suber

RHONDA B SUBER

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *[Signature]*
ORAZIO MANCARELLA
ORIGINATOR

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Forest H Suber and Rhonda B Suber 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 12 day of June, 2002
(Notarial Seal) *[Signature]*

Notary Public
MY COMMISSION EXPIRES APRIL 22, 2006

State of Alabama)
County of _____)

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

THIS DOCUMENT WAS PREPARED BY: JANETTE THOMAS, 100 GREENSPRING HWY, BIRMINGHAM AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.