

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

150.00
11.00
6.00
167.00

MODIFICATION AND EXTENSION OF MORTGAGE

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BORROWER CHARLES M FRUSTERIO	MORTGAGOR CHARLES M FRUSTERIO AND WIFE, MELANIE S FRUSTERIO
ADDRESS 5369 GREYSTONE WAY BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.	ADDRESS 5369 GREYSTONE WAY BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 5369 GREYSTONE WAY BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 27th day of November, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233

A. On July 26, 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 Eighty Thousand and no/100

Dollars (\$ 80,000.00), which Note is secured by a mortgage ("Mortgage") dated July 26, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on August 13, 2001 at BOOK #2001 PAGE #34073 in the records of the SHELBY COUNTY RECORDER'S OFFICE 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 November 27, 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 NOVEMBER 27, 2002 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$100,000 FROM \$80,000.

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 2, ACCORDING TO THE SURVEY OF GREYSTONE, 6TH SECTOR, AS RECORDED IN MAP BOOK
17, PGE 54 A, B & C IN THE PROBATE OFFICE OF SHELBY COUNTY.

SCHEDULE B

FIRST LIEN MORTGAGE: SOUTHTRUST IN THE AMOUNT OF \$240,000 DATED OCTOBER 16,2002.

MORTGAGOR: CHARLES M FRUSTERIO

MORTGAGOR:

MORTGAGOR: MELANIE S FRUSTERIO

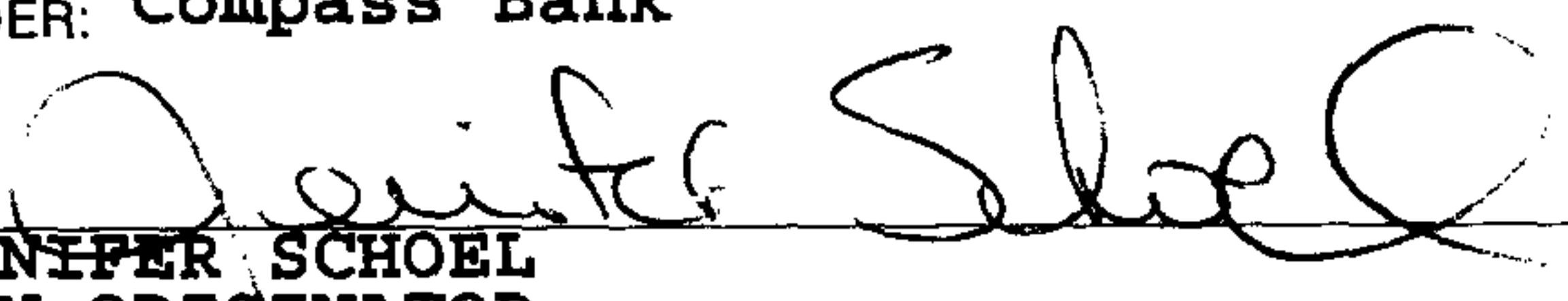
MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

LENDER: Compass Bank
By: 
JENNIFER SCHOEL
LOAN ORIGINATOR

THIS DOCUMENT WAS PREPARED BY: CHARLOTTE LUCAS 100 GREENSPRINGS HWY HOMEWOOD, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

ADDITIONAL ACKNOWLEDGMENTS

20021219000634930 Pg 3/3 167.00
Shelby Cnty Judge of Probate, AL
12/19/2002 10:26:00 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

Charles M and Melarive S. Frusterio

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 27 day of Nov, 2021.

(Notarial Seal)

T. D. Khan
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