

2104.00

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

MODIFICATION AND EXTENSION OF MORTGAGE

BORROWER JEREMY L SCHIFF		MORTGAGOR JEREMY L SCHIFF, AND SPOUSE TRACY L SCHIFF	
ADDRESS 2526 WOODFERN CIRCLE BIRMINGHAM, AL 35244		ADDRESS 2526 WOODFERN CIRCLE BIRMINGHAM, AL 35244	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 2526 WOODFERN CIRCLE BIRMINGHAM, AL 35244			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 19th day of December, 2002, 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 Seventy Thousand and no/100 Dollars (\$ 70,000.00), 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 BOOK 2001, PAGE 45536 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 December 19, 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 12-19-2002 THE LOAN MORTGAGE AMOUNT WAS INCREASED FROM \$70,000.00 TO \$100,000.00.

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 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.

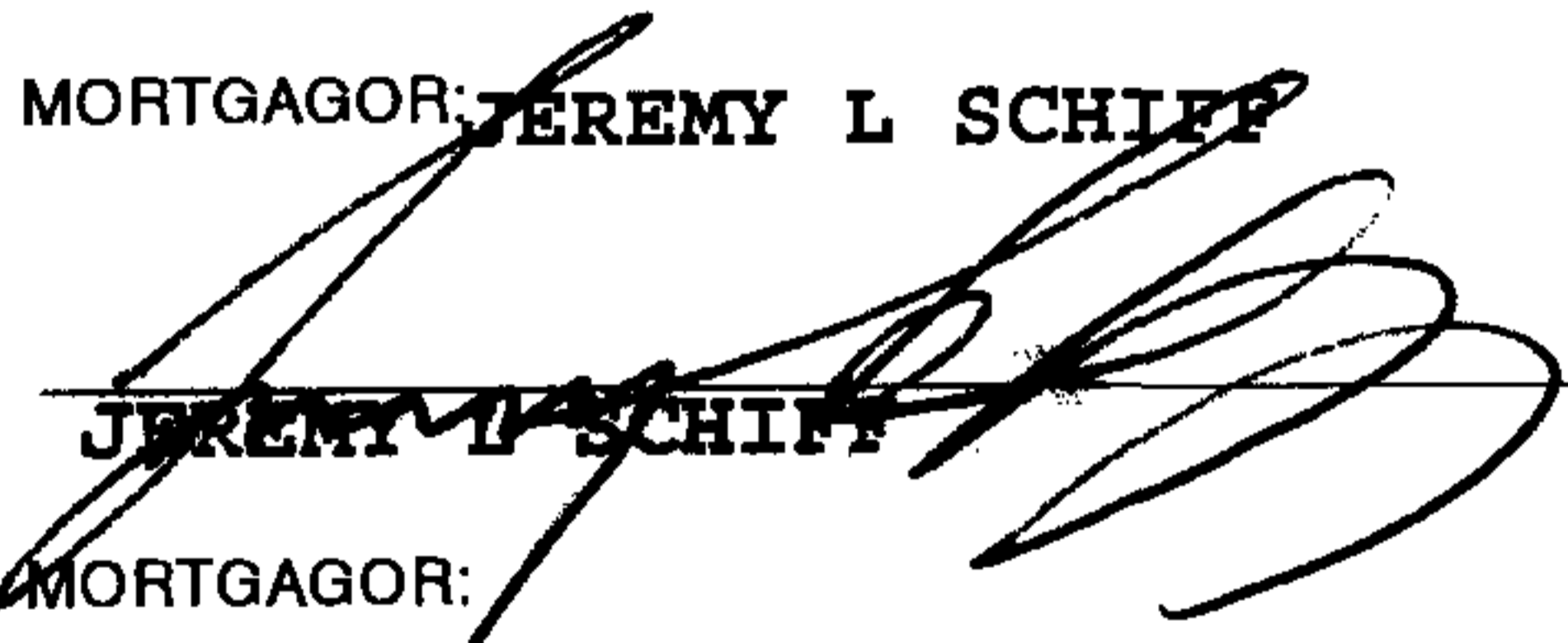
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Shelby Cnty Judge of Probate, AL
01/13/2003 08:33:00 FILED/CERTIFIED

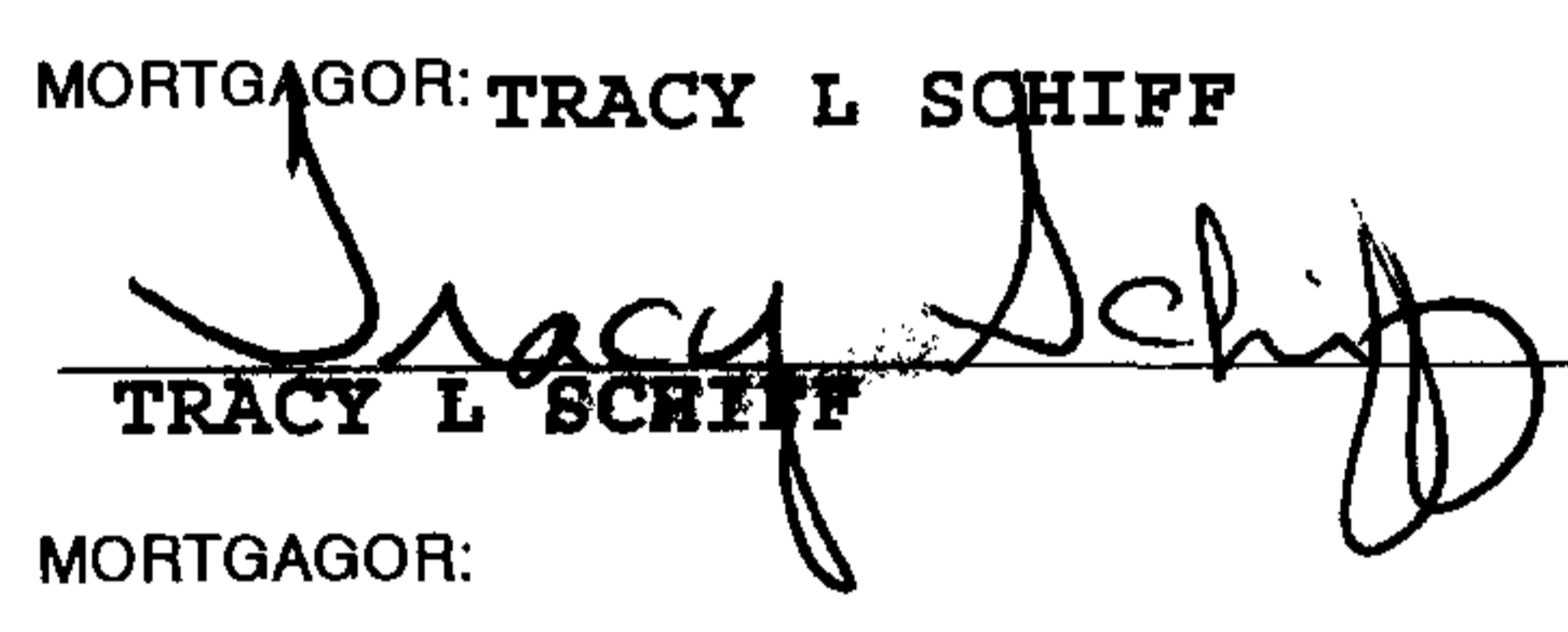
SCHEDULE B

FIRST LIEN MORTGAGE AMRO MORTGAGE GROUP, INC. IN THE AMOUNT OF \$375,000.00 DATED
9-9-2002.

Before me, Kathryn Skipper, Notary Public for Jefferson County,
Alabama, appeared Jeremy L. Schiff and Tracy L. Schiff,
Kathryn Skipper 12-19-02

MY COMMISSION EXPIRES FEBRUARY 23, 2005

MORTGAGOR: JEREMY L SCHIFF

JEREMY L SCHIFF
MORTGAGOR:

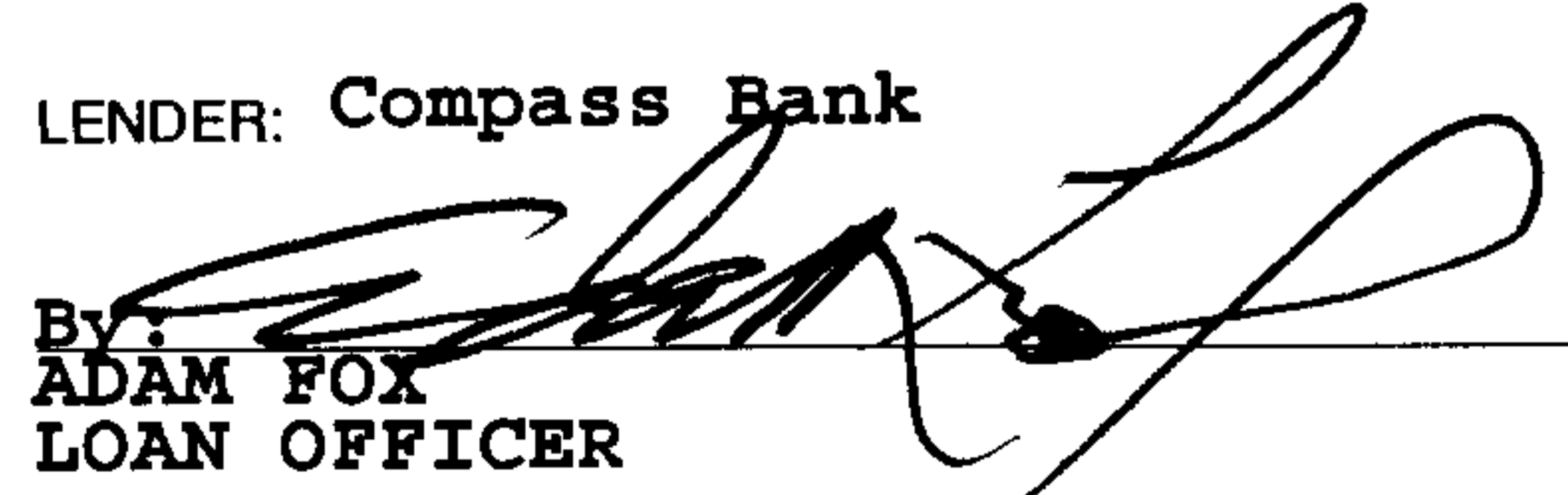
MORTGAGOR: TRACY L SCHIFF

TRACY L SCHIFF
MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

LENDER: Compass Bank
By: 
ADAM FOX
LOAN OFFICER

THIS DOCUMENT WAS PREPARED BY: Compass Bank
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.