



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

Shelby, AL
 \$ 17.00
 0195

**MODIFICATION AND EXTENSION
 OF MORTGAGE**

5456562100308490

<p>BORROWER RICHARD S SCHENCKER</p> <p>ADDRESS 330 LAKE KATHRYN DRIVE STERRETT, AL 35147</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>	<p>MORTGAGOR AND SPOUSE RICHARD S SCHENCKER, ALICE S SCHENCKER</p> <p>ADDRESS 330 LAKE KATHRYN DRIVE STERRETT, AL 35147</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>
<p>ADDRESS OF REAL PROPERTY: 330 LAKE KATHRYN DRIVE STERRETT, AL 35147</p>	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 15th day of April, 2003, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On October 03, 2002, 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 One Hundred Sixty Thousand and no/100 Dollars (\$ 160,000.00), which Note is secured by a mortgage ("Mortgage") dated October 03, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on October 16, 2002 at 20021016000505250 in the records of the SHELBY COUNTY RECORDERS 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 _____, 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 APRIL 15, 2003 THE CREDIT LIMIT FOR THE EQUITY LINE # 5456562100308490 WILL BE DECREASED FROM \$160,000.00 TO \$100,000.00

THIS LINE HAS AN OUTSTANDING BALANCE OF \$29,819.57 AS OF APRIL 15, 2003

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 STERRETT, COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

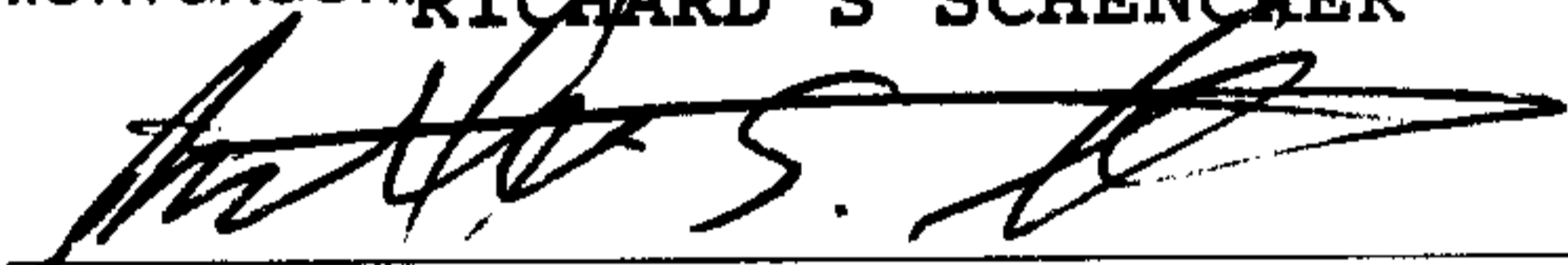
LOT 8-A, ACCORDING TO SURVEY OF LAKE KATHRYN, A SUBDIVISION AS RECORDED IN MAP BOOK 17, PAGE 50, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

BY FEE SIMPLE DEED FROM MITCHELL P. SCHENCKER AND KATHRYN W. SCHENCKER AS SET FORTH IN DEED INSTRUMENT NO.1993-16535, DATED 5/27/1993 AND RECORDED 6/8/1993, SHELBY COUNTY RECORDS.

SCHEDULE B

1ST LIEN MORTGAGE: COMMERICAL FEDERAL, IN THE AMOUNT OF \$ 145,600.00 DATED 5/5/2000

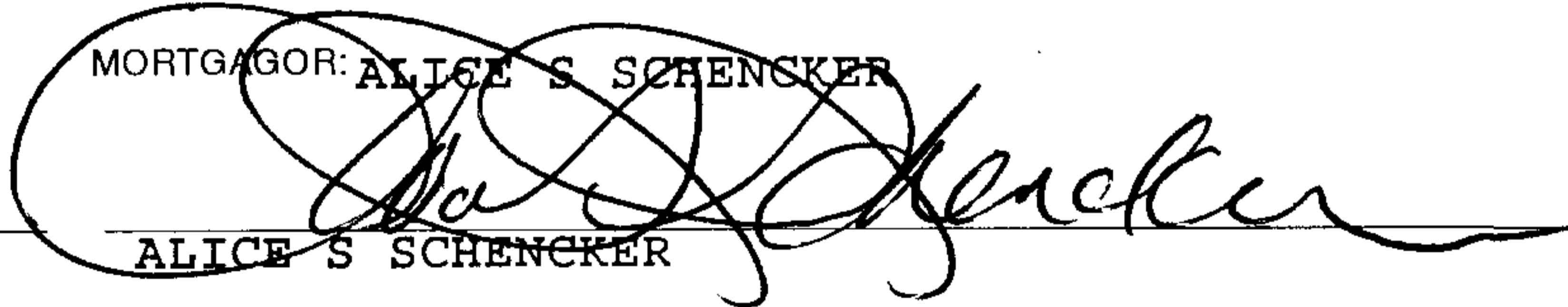
MORTGAGOR: **RICHARD S SCHENCKER**



RICHARD S SCHENCKER

MORTGAGOR:

MORTGAGOR: **ALICE S. SCHENCKER**



ALICE S SCHENCKER

MORTGAGOR:


MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

LENDER: **Compass Bank**

By: 
JENNIFER SCHOEL
LOAN OFFICER

THIS DOCUMENT WAS PREPARED BY: VICKIE GURLEY, 401 W VALLEY AVE BHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

ADDITIONAL ACKNOWLEDGMENTS

INDIVIDUAL

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
Richard S. Scherker

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 17 day of April, 2003.

(Notarial Seal)

MY COMMISSION EXPIRES JUNE 11, 2003

T. Dich
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 _____, 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