

Shelby



20040628000352990 Pg 1/3 62.00
Shelby Cnty Judge of Probate, AL
06/28/2004 14:49:00 FILED/CERTIFIED

After Recordation Return to:

Compass Bank
P O Box 10343
Birmingham Al 35203

**MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE**

640242R
77-435576 0000216483-AM

BORROWER NORMAN W NACCARI JANICE A NACCARI ADDRESS 4024 OAK MEADOWS COVE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.	MORTGAGOR NORMAN W NACCARI, AND SPOUSE JANICE A NACCARI ADDRESS 4024 OAK MEADOWS COVE BIRMINGHAM, AL 35242 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 4024 OAK MEADOWS COVE BIRMINGHAM, AL 35242	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 16th day of June, 2004, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On February 17, 2004, 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 Fifty Thousand and no/100 Dollars (\$ 50,000.00), which Note is secured by a mortgage ("Mortgage") dated February 17, 2004, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on February 27, 2004 at INSTRUMENT # 20040227000101560 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 February 17, 2039, 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 16, 2004, the unpaid principal balance due under the Note was \$ 0.00, 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 JUNE 16, 2004 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$80,000.00 FROM \$ 50,000.00.

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 11, ACCORDING TO THE SURVEY OF OAK MEADOWS, 1ST SECTOR, AS RECORDED IN MAP BOOK 20, PAGE 71 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

1ST LIEN MORTGAGE: COMPASS BANK, IN THE AMOUNT OF \$ 196,000.00 DATED 1/2004

MORTGAGOR: NORMAN W NACCARI

Norman W Naccari
NORMAN W NACCARI

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: NORMAN W NACCARI

Norman W Naccari
NORMAN W NACCARI

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: JANICE A NACCARI

Janice A Naccari
JANICE A NACCARI

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

BORROWER: JANICE A NACCARI

Janice A Naccari
JANICE A NACCARI

BORROWER:

BORROWER:

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LENDER: Compass Bank

By: David Peacock
~~Sean Hayslett~~ David Peacock
Loan Officer

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Norman + Janice Naccari 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 16th day of June, 2004.
(Notarial Seal)

Jan T. Carter, Jr.
Notary Public
MY COMMISSION EXPIRES APRIL 21, 2007

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: VICKIE NORWOOD 401 W VALLEY AVE BHAM AL 35209
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.