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**RECORDATION REQUESTED BY:**

Compass Bank  
Alabama Processing Center  
701 South 32nd Street  
Birmingham, AL 35233

20041223000700720 Pg 1/2 160.25  
Shelby Cnty Judge of Probate, AL  
12/23/2004 13:08:00 FILED/CERTIFIED

**WHEN RECORDED MAIL TO:**

Compass Bank  
Alabama Processing Center  
701 South 32nd Street  
Birmingham, AL 35233

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Shelby, AL  
\$163.11

**MODIFICATION OF MORTGAGE**



\*0770000000000000000003631486PALS0740\*

**THIS MODIFICATION OF MORTGAGE** dated November 9, 2004, is made and executed between **WILLIAM E. FIXLER and ROBIN R. FIXLER**; as husband and wife (referred to below as "Grantor") and **Compass Bank**, whose address is **701 South 32nd Street, Birmingham, AL 35233** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 29, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

FILED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN MORTGAGE BOOK 20031211000799720 PAGE 1/5 ON DECEMBER 11, 2003.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

LOT 861, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 8TH SECTOR, PHASE II, AS RECORDED IN MAP BOOK 31 PAGE 54 A,B, & C, IN THE OFFICE OF THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as LOT 861, GREYSTONE LEGACY, AL.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**EXTEND MATURITY DATE. TOTAL INDEBTEDNESS IS \$99,408.76.**

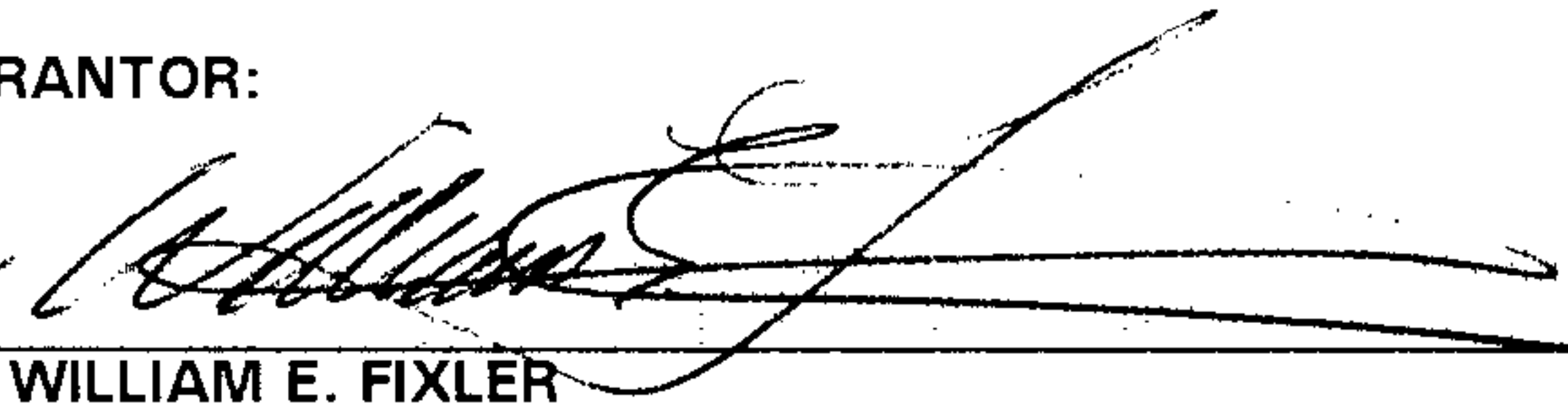
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification.


**JURISDICTION.** Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 9, 2004.**

**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

X  (Seal)  
WILLIAM E. FIXLER

X  (Seal)  
ROBIN R. FIXLER

**LENDER:**

**COMPASS BANK**

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: PORSHA GREGORY, ALABAMA LOAN HUB  
Address: 701 South 32nd Street  
City, State, ZIP: Birmingham, AL 35233

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 3631486

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Al )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that WILLIAM E. FIXLER and ROBIN R. FIXLER, as husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9 day of Nov, 2004.

Priscilla M. McDane  
Notary Public

My commission expires 10-28-07

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that \_\_\_\_\_ a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_