

86
Shelby

20050627000317470 1/3 \$138.50
Shelby Cnty Judge of Probate, AL
06/27/2005 02:41:48PM FILED/CERT

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

77-435576000599110
**MODIFICATION AND EXTENSION
OF MORTGAGE**

77-00004355760000140246-AM

BORROWER		MORTGAGOR	
ROBERT J CARR		ROBERT J CARR AKA ROBERT JOHNATHAN CARR AND WIFE, AMY D CARR	
ADDRESS		ADDRESS	
929 TULIP POPLAR LANE BIRMINGHAM, AL 35244		929 TULIP POPLAR LANE BIRMINGHAM, AL 35244	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 929 TULIP POPLAR LANE BIRMINGHAM, AL 35244			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 25th day of May, 2004, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On October 10, 2003, 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 Forty Six Thousand and no/100 Dollars (\$ 46,000.00), which Note is secured by a mortgage ("Mortgage") dated October 10, 2003, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on January 03, 2003 at INST#: 20031028000718660 in the records of the SHELBY CO JUDGE OF PROBATE 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 September 18, 2038, 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 5/25/2004, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$81,000.00 FROM \$46,000.00.

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 1107, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 18TH ADDITION, AS
RECORDED IN MAP BOOK 9, PAGE 86, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.


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SCHEDULE B

1ST LIEN MORTGAGE: COUNTRYWIDE IN THE AMOUNT OF \$171,000.00 DATED 12/02.

MORTGAGOR: ~~ROBERT J CARR~~


ROBERT J CARR

MORTGAGOR:

MORTGAGOR: AMY D CARR


AMY D CARR

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

LENDER: Compass Bank

By: 
SEAN HAYSLETT
LOAN ORIGINATOR

THIS DOCUMENT WAS PREPARED BY: JENNIFER FINCH 401 W VALLEY AVE BIRMINGHAM, AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

ADDITIONAL ACKNOWLEDGMENTS

20050627000317470 3/3 \$138.50
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INDIVIDUAL

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
Robert J Carr AK A Robert Jonathan Carr
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 10th day of October, 2003.

(Notarial Seal)

Brenda Bole

Notary Public

My Commission Expires
09-17-2005

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