

After Recordation Return to:
 COMPASS BANK
 P. O. Box 10566
 Birmingham, AL 35296

01341
**MODIFICATION AND EXTENSION
 OF PROMISSORY NOTE/MORTGAGE**

77-2100075 776

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|---|---|
| <p style="text-align: center;">BORROWER</p> <p>ROBERT DAVID DANIEL RHONDA S DANIEL</p> | <p style="text-align: center;">MORTGAGOR</p> <p>ROBERT DAVID DANIEL AND WIFE RHONDA S DANIEL</p> |
| <p>ADDRESS</p> <p>3408 CHIPPENHAM CIRCLE BIRMINGHAM, AL 35242</p> | <p>ADDRESS</p> <p>3408 CHIPPENHAM CIRCLE BIRMINGHAM, AL 35242</p> |
| <p>TELEPHONE NO.</p> | <p>IDENTIFICATION NO.</p> |
| <p>ADDRESS OF REAL PROPERTY: 3408 CHIPPENHAM CIRCLE BIRMINGHAM, AL 35242</p> | |

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 29th day of January, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On June 05, 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 Twenty Five Thousand and no/100 Dollars 25,000.00

which Note is secured by a mortgage ("Mortgage") dated June 05, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on June 29, 2001 at BOOK 2001 PAGE 26938 in the records of the JUDGE OF PROBATE of JEFFERSON 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 January 29, 2037, 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 January 29, 2002, 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 1/29/2002 THIS LINE WILL INCREASE FROM \$25,000.00 TO \$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 ~~JEFFERSON~~ *Shelby*, State of Alabama:

LOT 115, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 3RD SECTOR, AS RECORDED IN MAP BOOK 12, PAGE 64 A & B IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA

SCHEDULE B

FIRST LIEN MORTGAGE: CASTLE MORTGAGE IN THE AMOUNT OF \$169,000.00 DATED 05/2001

MORTGAGOR: ROBERT DAVID DANIEL

MORTGAGOR: RHONDA S DANIEL

Robert David Daniel
ROBERT DAVID DANIEL

Rhonda S Daniel
RHONDA S DANIEL

MORTGAGOR:

MORTGAGOR:

20020802000361510 Pg 3/3 54.50
Shelby Cnty Judge of Probate, AL
08/02/2002 10:43:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: ROBERT DAVID DANIEL

BORROWER: RHONDA S DANIEL

Robert David Daniel
ROBERT DAVID DANIEL

Rhonda S Daniel
RHONDA S DANIEL

BORROWER:

BORROWER:

BORROWER:

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BORROWER:

LENDER: Compass Bank

By: Susan Hooten
Cyndi Peacock Susan Hooten
Orig

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert David DANIEL
and Rhonda S. DANIEL
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 29th day of January, 2002.
(Notarial Seal) Aren Coakley

Notary Public

2-21-02

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 _____, a
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: WANDA WANNINGER AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.