



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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

77-2100057907 01315

BORROWER JAMES C DOROUGH SYLVIA ISBELL DOROUGH		MORTGAGOR JAMES C DOROUGH, AND WIFE SYLVIA ISBELL DOROUGH	
ADDRESS 400 COUNTY ROAD 39 CHELSEA, AL 35043		ADDRESS 400 COUNTY ROAD 39 CHELSEA, AL 35043	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: 400 COUNTY ROAD 39
CHELSEA, AL 35043

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 21st day of December, 2001, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On November 17, 1994, 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 Thousand and no/100 Dollars (\$ 40,000.00), which Note is secured by a mortgage ("Mortgage") dated November 17, 1994, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on November 23, 1994 at BOOK 1994 PAGE 34875 in the records of the SHELBY COUNTY RECORDER'S 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 December 21, 2036, 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 December 21, 2001, the unpaid principal balance due under the Note was \$ 50,000.00, 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 12/21/01 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$50,000.00 FROM \$40,000.00.

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.

5188897

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama

FROM THE NORTHWEST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 1 WEST, RUN EAST ALONG THE NORTH BOUNDARY OF SAID 1/4-1/4 A DISTANCE OF 185.19 FEET TO THE POINT OF BEGINNING; THENCE RIGHT 91 DEGREES 13 MINUTES 28 SECONDS A DISTANCE OF 911.28 FEET; THENCE LEFT 122 DEGREES 39 MINUTES 18 SECONDS ALONG THE RIGHT OF WAY OF A PAVED ROAD A DISTANCE OF 237.45 FEET; THENCE LEFT 57 DEGREES 20 MINUTES 42 SECONDS A DISTANCE OF 787.43 FEET; THENCE LEFT 91 DEGREES 13 MINUTES 28 SECONDS A DISTANCE OF 200.04 FEET TO THE POINT OF BEGINNING.
EXCEPT THAT PART OCCUPIED BY THE RIGHT OF WAY OF SAID ROAD.

SCHEDULE B

MORTGAGOR: JAMES C DOROUGH

MORTGAGOR: SYLVIA ISBELL DOROUGH

James C Dorough
JAMES C DOROUGH

Sylvia Isbell Dorough
SYLVIA ISBELL DOROUGH

MORTGAGOR:

MORTGAGOR:

20020802000361530 Pg 3/3 32.00
Shelby Cnty Judge of Probate, AL
08/02/2002 10:47:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: JAMES C DOROUGH

BORROWER: SYLVIA ISBELL DOROUGH

James C Dorough
JAMES C DOROUGH

Sylvia Isbell Dorough
SYLVIA ISBELL DOROUGH

BORROWER:

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LENDER: Compass Bank

By: *Sam Mauldin*
SAM MAULDIN
LOAN ORIGINATOR

State of Alabama)
County of Jefferson ;

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James C Dorough

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 21 day of Dec, 01,
(Notarial Seal) *Samantha Dee Mauldin*
Notary Public

State of Alabama)
County of Jefferson ;

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sylvia Isbell Dorough

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, 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 21 day of Dec, 01,
(Notarial Seal) *Samantha Dee Mauldin*
Notary Public

THIS DOCUMENT WAS PREPARED BY: CANDICE BEARDEN, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.