



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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

<p style="text-align: center;">BORROWER</p> <p>GREGORY D JACKSON DEBRA D JACKSON</p> <p style="text-align: center;">ADDRESS</p> <p>2220 BANE BERRY DRIVE BIRMINGHAM, AL 35244</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>	<p style="text-align: center;">MORTGAGOR</p> <p>GREGORY D JACKSON, AND SPOUSE DEBRA D JACKSON</p> <p style="text-align: center;">ADDRESS</p> <p>2220 BANE BERRY DRIVE BIRMINGHAM, AL 35244</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>
<p>ADDRESS OF REAL PROPERTY: 2220 BANE BERRY DRIVE BIRMINGHAM, AL 35244</p>	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 17th day of September, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On November 20, 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 One Hundred Thousand and no/100 ~~100,000.00~~

which Note is secured by a mortgage ("Mortgage") dated November 20, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on December 20, 2001 at BOOK 2001/ PAGE 55946 in the records of the SHELBY CO. AL 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 17, 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 September 17, 2002, the unpaid principal balance due under the Note was \$ 200,000.00, 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 9/17/2002, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$200,000.00 FROM \$100,000.00.

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 2311, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 23RD ADDITION,
RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE 11, IN THE OFFICE OF THE
JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

NONE

MORTGAGOR: GREGORY D JACKSON

[Signature]
GREGORY D JACKSON

MORTGAGOR:

MORTGAGOR: DEBRA JACKSON

[Signature]
DEBRA JACKSON

MORTGAGOR:

20020927000466570 Pg 3/3 317.00
Shelby Cnty Judge of Probate, AL
09/27/2002 11:17:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: GREGORY D JACKSON

[Signature]
GREGORY D JACKSON

BORROWER:

BORROWER: DEBRA JACKSON

[Signature]
DEBRA JACKSON

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *[Signature]*
JACK R ARMISTEAD
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

and Gregory D. Jackson

[Signature]

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 17th day of Sept 2002

(Notarial Seal)

[Signature]
Notary Public

MY COMMISSION EXPIRES AUGUST 5, 2004

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: COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.