

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

Shelby, AL
\$149.00

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

77-2100156097

01317

BORROWER		MORTGAGOR	
AARON A MORTON PAMELA H MORTON		AARON A MORTON, MARRIED PAMELA H MORTON, MARRIED	
ADDRESS		ADDRESS	
4220 ASHINGTON DR BIRMINGHAM, AL 35242		4220 ASHINGTON DR BIRMINGHAM, AL 35242	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 4220 ASHINGTON DR BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 3rd day of October, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On _____, 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 Seventy Four Thousand and no/100 Dollars (\$ 74,000.00), which Note is secured by a mortgage ("Mortgage") dated _____, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on April 01, 2002 at INSTRUMENT #2002-14992 in the records of the JUDGE OF PROBATE 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 October 03, 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 October 03, 2002, the unpaid principal balance due under the Note was \$ 250,000.00, 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 OF 10/3/2002 THE MORTGAGE AMOUNT WAS INCRESTED TO \$88,000.00 FROM \$74,000.00

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.

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[Signature]

SCHEDULE A

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

LOT 230, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 6TH SECTOR, 2ND PHASE, AS RECORDED IN MAP BOOK 15, PAGE 50, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: IN THE AMOUNT OF \$252,000.00 DATED 11/01

AM EM

MORTGAGOR: AARON A MORTON

Aaron A. Morton
AARON A MORTON

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: AARON A MORTON

Aaron A. Morton
AARON A MORTON

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: PAMELA H MORTON

Pamela H. Morton
PAMELA H MORTON

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

BORROWER: PAMELA H MORTON

Pamela H. Morton
PAMELA H MORTON

BORROWER:

BORROWER:

BORROWER:

20021029000532030 Pg 3/3 149.00
Shelby Cnty Judge of Probate, AL
10/29/2002 07:59:00 FILED/CERTIFIED

LENDER: Compass Bank

By: *Kevin B. Graham*
KEVIN B GRAHAM
ORIGINATOR
AL-BI-RC-BC4

Jefferson County)
Alabama)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Aaron Morton
and Pamela Morton
whose name(s) is/are signed to the foregoing instrument and who

(Notarial Seal)

JCB AS

MY COMMISSION EXPIRES JULY 9, 2008

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Aaron Morton
and Pamela Morton

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 21st day of October, 2002

(Notarial Seal)

JCB AS
Notary Public

MY COMMISSION EXPIRES JULY 9, 2008

THIS DOCUMENT WAS PREPARED BY: JANETTE THOMAS, 100 GREENSPRINGS HWY, BIRMINGHAM AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

Aaron Morton