

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

Shelby
 122.50
 11.00
 9.00
 42,303.05

**MODIFICATION AND EXTENSION
 OF MORTGAGE**

77-2100147450

BORROWER		MORTGAGOR	
ROBERT PAUL		ROBERT PAUL, MARRIED RACHEL PAUL, MARRIED	
ADDRESS		ADDRESS	
108 MAGNOLIA RIDGE CIR CHELSEA, AL 35043		108 MAGNOLIA RIDGE CIR CHELSEA, AL 35043	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 108 MAGNOLIA RIDGE CIR CHELSEA, AL 35043			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 21st 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 October 21, 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

25,000.00
 which Note is secured by a mortgage ("Mortgage") dated October 21, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on November 05, 2001 at INSTRUMENT #2001-47725 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 21, 2037, 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 ON 10/21/2002 THE MORTGAGE AMOUNT WAS INCREASED TO \$40,000.00 FROM \$25,000.00.

C. Additional Representations, Warranties and Agreements.

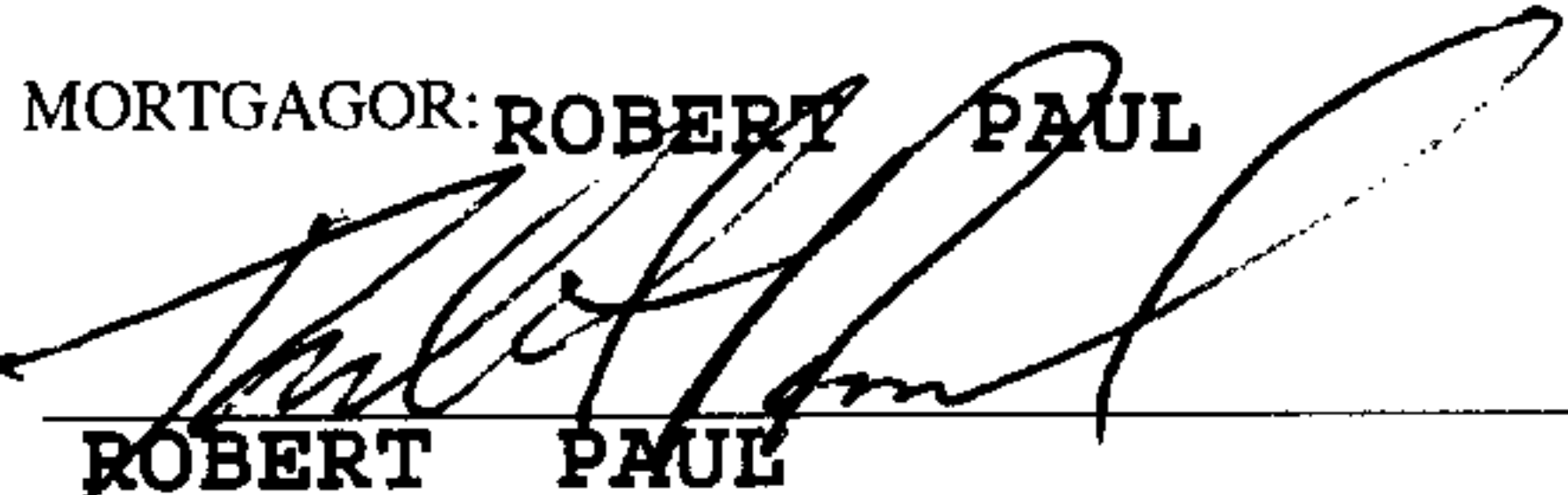
Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby 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

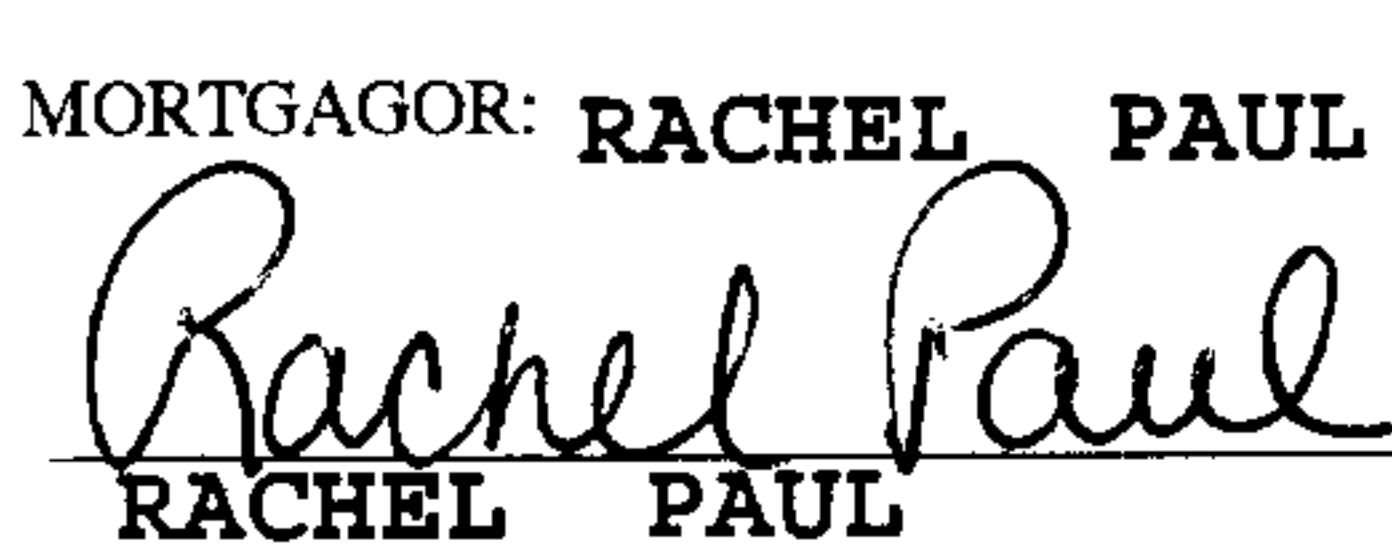
The following described real property located in the County of SHELBY, State of Alabama:
LOT 419 ACCORDING TO THE MAP AND SURVEY OF WINDSTONE IV AS RECORDED IN MAP BOOK 27, PAGE 55, SHELBY COUNTY, ALABAMA RECORDS.

SCHEDULE B

FIRST LIEN MORTGAGE: WASHINGTON MUTUAL, IN THE AMOUNT OF \$145,840.00 DATED 09/21/01.

MORTGAGOR: **ROBERT PAUL**


ROBERT PAUL
 MORTGAGOR:

MORTGAGOR: **RACHEL PAUL**


RACHEL PAUL
 MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

LENDER: **Compass Bank**

By: 
JEFF JOHNSON
 ORIGINATOR

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

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

ADDITIONALACKNOWLEDGMENTS

INDIVIDUAL

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
Robert Paul & Rachel Paul

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 Oct, 02.

(Notarial Seal)


T. O'Ch...
Notary Public

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

_____ 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

_____ 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

ADDITIONALACKNOWLEDGMENTS

20021112000559760 Pg 4/4 42.50
Shelby Cnty Judge of Probate,AL
11/12/2002 11:10:00 FILED/CERTIFIED

INDIVIDUAL

STATE OF ALABAMA)
Shelby COUNTY)

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Robert Paul & Rachel Paul

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Given under my hand and official seal this 21 day of Oct, 02.

(Notarial Seal)

MY COMMISSION EXPIRES JUNE 14, 2005

T. Dickson

Notary Public

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)

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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

_____ 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