



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

Shelby
\$65.40 taxes
11.00 First
6.00 RP (8.00 each)
82.40/3/5

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

77-21000-6001

BORROWER JAMES P GORMAN AMY R GORMAN		MORTGAGOR JAMES P GORMAN A MARRY PERSON AMY R GORMAN	
ADDRESS 705 HAYCORT LANE BIRMINGHAM, AL 35244 <small>TELEPHONE NO. IDENTIFICATION NO.</small>		ADDRESS 705 HAYCORT LANE BIRMINGHAM, AL 35244 <small>TELEPHONE NO. IDENTIFICATION NO.</small>	
ADDRESS OF REAL PROPERTY: 705 HAYCORT LN BIRMINGHAM, AL 35244			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 30th 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 December 17, 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 Ninety Two Thousand and no/100 Dollars, 192,000.00

which Note is secured by a mortgage ("Mortgage") dated December 17, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on January 17, 2002 at BOOK# 2002 PAGE# 3118 in the records of the SHELBY COUNTY 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 October 30, 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 30, 2002, the unpaid principal balance due under the Note was \$ 436,000.00, 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: 10/30/2002, THE MORTGAGE LOAN AMOUNT WAS INCREASE TO \$43,600.00 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.

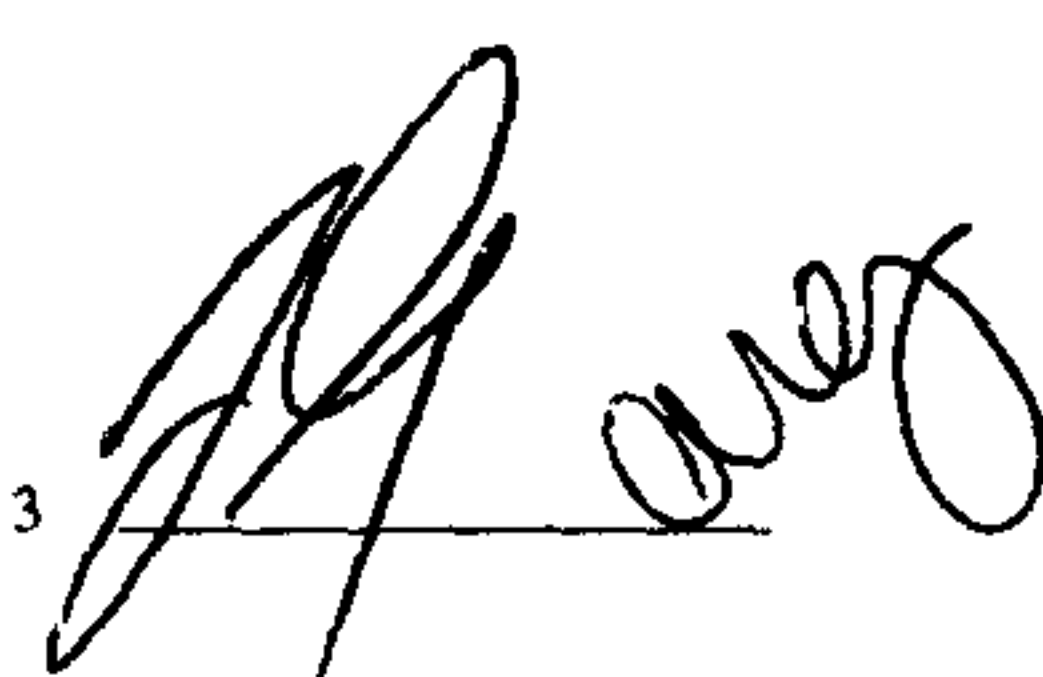
SCHEDULE A

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

LOT 50, ACCORDING TO THE AMENDED MAP OR THE HIGHLANDS, 1ST SECTOR, AS RECORDED IN MAP BOOK 19, PAGE 132, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

1ST LIEN MTG: CASTLE, IN THE AMOUNT OF \$ 192,000.00
DATED 12/01.



MORTGAGOR: JAMES P GORMAN

MORTGAGOR: AMY R GORMAN

[Signature]
JAMES P GORMAN

[Signature]
AMY R GORMAN

MORTGAGOR:

MORTGAGOR:

20021118000574190 Pg 3/3 82.40
Shelby Cnty Judge of Probate, AL
11/18/2002 13:20:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: JAMES P GORMAN

BORROWER: AMY R GORMAN

[Signature]
JAMES P GORMAN

[Signature]
AMY R GORMAN

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank
[Signature]
By: MICHAEL GLIDEWELL
LOAN OFFICER

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James P. Gorman
and Amy R Gorman

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 30th day of October, 2002.
(Notarial Seal) *[Signature]*
Notary Public

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 _____, a _____ 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: SHERYL PERKINS 100 GREENSPRING HWY BHAM AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.