

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>DOYLE H STEWART, JR THERESA H STEWART</p>	<p style="text-align: center;">MORTGAGOR</p> <p>DOYLE H STEWART, JR. AND SPOUSE, THERESA H STEWART</p>
<p style="text-align: center;">ADDRESS</p> <p>4509 CAYCE LANE BIRMINGHAM, AL 35244</p>	<p style="text-align: center;">ADDRESS</p> <p>4509 CAYCE LANE BIRMINGHAM, AL 35244</p>
<p>TELEPHONE NO. IDENTIFICATION NO.</p>	<p>TELEPHONE NO. IDENTIFICATION NO.</p>
<p>ADDRESS OF REAL PROPERTY: 4509 CAYCE LANE BIRMINGHAM, AL 35244</p>	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 4th day of November, 2002, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On August 30, 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 Twenty Eight Thousand and no/100 Dollars, 128,000.00

which Note is secured by a mortgage ("Mortgage") dated August 30, 2001, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on September 26, 2001 at INSTRUMENT #2001/41612 in the records of the JEFFERSON COUNTY, ALABAMA 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 November 04, 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 November 04, 2002, the unpaid principal balance due under the Note was \$ 0.00, 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 11-04-2002, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$138,000.00, FROM \$128,000.00.

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 47, ACCORDING TO THE SURVEY OF SANDPIPER TRAIL SUBDIVISION, SECTOR II, AS
RECORDED IN MAP BOOK 12, PAGE 44, 45, 46 AND 47, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

SCHEDULE B

FIRST LIEN MORTGAGE: GMAC MORTGAGE IN THE AMOUNT OF \$124,900.00, DATED 06/12/1992.

MORTGAGOR: DOYLE H STEWART, JR

MORTGAGOR: THERESA H STEWART

Doyle H Stewart, Jr
DOYLE H STEWART, JR

Theresa H Stewart
THERESA H STEWART

MORTGAGOR:

MORTGAGOR:

20021118000575450 Pg 3/3 224.00
Shelby Cnty Judge of Probate, AL
11/18/2002 15:13:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: DOYLE H STEWART, JR

BORROWER: THERESA H STEWART

Doyle H Stewart, Jr
DOYLE H STEWART, JR

Theresa H Stewart
THERESA H STEWART

BORROWER:

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BORROWER:

LENDER: Compass Bank
Jack R. Armistead
By: 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 *Doyle H Stewart, Jr & Theresa H Stewart* 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 *4th* day of *Nov* *2002*
(Notarial Seal)

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)

MY COMM. EXPIRES ON _____, 2004

Notary Public

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK
AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.