

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>CHARLES A STREICH JULIE L STREICH <i>Julia</i> <i>glt</i></p>	<p style="text-align: center;">MORTGAGOR</p> <p>CHARLES A STREICH, AND SPOUSE JULIE L STREICH <i>Julia</i> <i>glt</i></p>
<p style="text-align: center;">ADDRESS</p> <p>5374 GREYSTONE WAY BIRMINGHAM, AL 35242</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>	<p style="text-align: center;">ADDRESS</p> <p>5374 GREYSTONE WAY BIRMINGHAM, AL 35242</p> <p>TELEPHONE NO. IDENTIFICATION NO.</p>
<p>ADDRESS OF REAL PROPERTY: 5374 GREYSTONE WAY BIRMINGHAM, AL 35242</p>	

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

A. On August 22, 2000, 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 Dollars (\$ 100,000.00), which Note is secured by a mortgage ("Mortgage") dated August 22, 2000, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on September 05, 2000 at BOOK 2000, PAGE 30428 in the records of the SHELBY COUNTY 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 December 20, 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 December 20, 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 12-20-2002 THE LOAN MORTGAGE AMOUNT WAS DECREASED FROM \$100,000.00 TO \$75,000.00.

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.

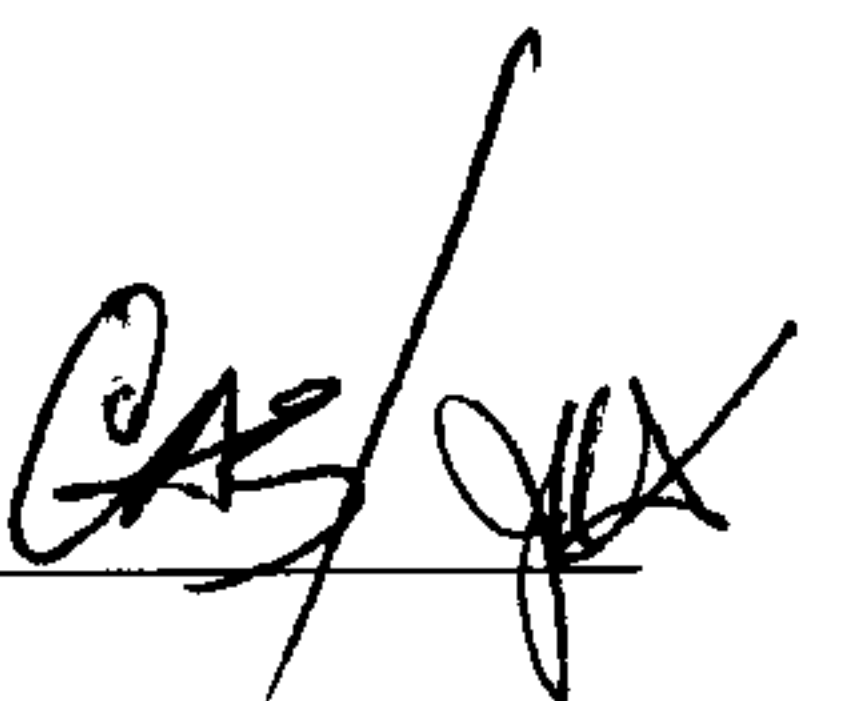
CA / *glt*

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama:
LOT 54, ACCORDING TO THE MAP OF GREYSTONE, 6TH SECTOR, AS RECORDED IN MAP BOOK 17,
PAGES 54 A, B AND C IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE LENDERS IN LENDING IN THE AMOUNT OF \$378,000.00 DATED
4-20-1998.

A handwritten signature in black ink, appearing to be 'CAB' followed by a flourish, located in the bottom right corner of the page.

MORTGAGOR: CHARLES A STREICH

CHARLES A STREICH

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: CHARLES A STREICH

CHARLES A STREICH

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: JULIE L STREICH

JULIE L STREICH

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: JULIE L STREICH

JULIE L STREICH

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: K. BEASLEY
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 Charles A. Streich and Julia L. Streich whose name(s) is/are signed to the foregoing instrument and who are known to me, acknowledged before me that, being informed of the contents of the instrument, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and seal this 20th day of December, 2002
(Notarial Seal)

NOTARY PUBLIC
MY COMMISSION EXPIRES: 02-25-05

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.

2003010200001430 Pg 3/3 129.50
Shelby Cnty Judge of Probate, AL
01/02/2003 10:02:00 FILED/CERTIFIED

CSB *JLS*