

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

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

*Shelby 167.00*

*77-4355760000351975*

<b>BORROWER</b> JAMES J JACKSON AMY C JACKSON		<b>MORTGAGOR</b> JAMES J JACKSON, AND SPOUSE AMY C JACKSON	
<b>ADDRESS</b> 428 SAINT ANNES DRIVE BIRMINGHAM, AL 35244		<b>ADDRESS</b> 428 SAINT ANNES DRIVE BIRMINGHAM, AL 35244	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
<b>ADDRESS OF REAL PROPERTY:</b> 428 SAINT ANNES DRIVE BIRMINGHAM, AL 35244			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 30th day of July, 2003, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On June 20, 2003, 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 Dollars (\$ 25,000.00), which Note is secured by a mortgage ("Mortgage") dated June 20, 2003, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on July 14, 2003 at INSTRUMENT #20030714000442970 in the records of the SHELBY COUNTY RECORDERS 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 July 30, 2038, 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 July 30, 2003, the unpaid principal balance due under the Note was \$ 100,000.00, 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 JULY 30, 2003 THE MORTGAGE LOAN AMOUNT WAS INCREASED TO \$100,000.00 FROM \$40,000.00.**

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.

*[Handwritten signatures]*

**SCHEDULE A**

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

LOT 20-A, ACCORDING TO A RESURVEY OF LOTS 19 AND 20, HEATHERFORD, THIRD SECTOR, AS RECORDED IN MAP BOK 9, PAGE 48, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**SCHEDULE B**

1ST LIEN MTG: COMPASS BANK IN THE AMOUNT OF \$40,000.00 DATED 6/2003.

MORTGAGOR: JAMES J JACKSON

MORTGAGOR: AMY C JACKSON

*[Signature]*  
JAMES J JACKSON

*[Signature]*  
AMY C JACKSON

MORTGAGOR:

MORTGAGOR:

20030819000546150 Pg 3/3 167.00  
Shelby Cnty Judge of Probate, AL  
08/19/2003 10:10:00 FILED/CERTIFIED

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: JAMES J JACKSON

BORROWER: AMY C JACKSON

*[Signature]*  
JAMES J JACKSON

*[Signature]*  
AMY C JACKSON

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *[Signature]*  
CHRISTOPHER T JONES  
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 J. Jackson and Amy C. Jackson 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 30<sup>th</sup> day of July, Christ 2003  
(Notarial Seal)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 9, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

*[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: LADONNA FUNDERBURG, 401 W VALLEY AVE, BHAM AL 35209

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.