

This mortgage amends and modifies that certain mortgage dated 09/05/02 and recorded in the Office of the Judge of Probate of Shelby County 09/20/02. No new money advanced.



20031027000715000 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
10/27/2003 10:51:00 FILED/CERTIFIED

After Recordation Return to:
COMPASS BANK
P O BOX 10566
BIRMINGHAM AL 35296

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER WILSON WADE THOMAS KANDICE KELLEY THOMAS	MORTGAGOR WILSON WADE THOMAS KANDICE KELLEY THOMAS, HUSBAND AND WIFE
ADDRESS 1502 TARA DRIVE COLUMBIANA, AL 35051	ADDRESS 1502 TARA DRIVE COLUMBIANA, AL 35051
TELEPHONE NO. IDENTIFICATION NO.	TELEPHONE NO. IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: 1502 TARA DRIVE
COLUMBIANA, AL 35051

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 5th day of September, 2003, is executed by and between the parties identified above and Compass Bank, 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On September 05, 2002, 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 Four Hundred Thousand and no/100 Dollars (\$ 400,000.00), which Note is secured by a mortgage ("Mortgage") dated September 05, 2002, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on September 20, 2002 at INSTRUMENT #2002-45607 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 September 05, 2004, 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 September 05, 2003, the unpaid principal balance due under the Note was \$ 482,776.20, and the accrued and unpaid interest on that date was \$ 0.00. The new repayment terms are as follows:

11 interest only payments beginning October 05, 2003 and continuing at monthly time intervals thereafter. A final payment of the unpaid principal balance plus accrued interest is due and payable on September 05, 2004.

2. ADDITIONAL MODIFICATIONS.

The Note and Mortgage are further modified as follows:
EXTEND THE MATURITY DATE

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 10, ACCORDING TO THE RESURVEY OF LOTS 9 AND 10 (AND ADDITIONAL ACREAGE) OF THE MEADOW AT TARA, AS RECORDED IN MAP BOOK 30, PAGE 12, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

MORTGAGOR: WILSON WADE THOMAS

Wilson Wade Thomas
WILSON WADE THOMAS

MORTGAGOR:

MORTGAGOR: KANDICE KELLEY THOMAS

Kandice Kelley Thomas
KANDICE KELLEY THOMAS

MORTGAGOR:

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MORTGAGOR:

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MORTGAGOR:

BORROWER: WILSON WADE THOMAS

Wilson Wade Thomas
WILSON WADE THOMAS

BORROWER:

BORROWER: KANDICE KELLEY THOMAS

Kandice Kelley Thomas
KANDICE KELLEY THOMAS

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: *Alan Berry*
ALAN BERRY
CITY PRESIDENT

State of Alabama)
County of Walker)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that WILSON WADE THOMAS & KANDICE KELLEY THOMAS 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 5th day of September, 2003
(Notarial Seal) *Alan Berry*
Notary Public

MY COMMISSION EXPIRES SEPTEMBER 9, 2006

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: COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.