After Recordation Return to: PINNACLE BANK 2013 CANYON ROAD VESTAVIA, AL 35216

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

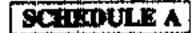
BORROWER	DAYTOM FULLER d/b/a C & B HOMES
DAYTON FULLER d/b/a C & B HOMES ADDRESS 4725 SYLVANER LANE HOOVER, AL 35244 TELEPHONE NO. WENTERCATION NO.	ADDRESS 4725 SYLVANER LANE HOOVER, AL 35244 TELEPHONE NO. IDENTERCATION NO.
ADDRESS OF REAL PROPERTY: LOT 702 FOREST BIRMINGHAM, AL	PARKS 35242
is executed by and between the parties identified above and 35216	SORY NOTE/MORTGAGE, dated the 9th day of September, 1998 PINNACLE BANK . 2013 CANYON ROAD. VESTAVIA. AL ("Lender")
	Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or mount of One Hundred Righty Nine Thousand and no/100
Lender and encumbering the real property described on Science # 1998-05323	d January 14, 1999 chedule A ("Property"), and recorded on February 18, 1998 in the records of the JUDGE OF PROBATE  County, Alabama  The Note and Mortgage and any other related Documents"
B. The Note and Mortgage are hereby modified as follows:	
1. TERMS OF REPAYMENT.  [X] The maturity date of the Note is extended to	the Mortgage is modified accordingly. The parties acknowledge and agree that, as of ipal balance due under the Note was \$ 181,879,00 , and the accrued
and unpaid interest on that date was \$ 1,173,13	
terest only payments beginning Janusereafter. A final payment of the usyable on February 03, 1999.	ary 01, 1999 and continuing at monthly time intervals npaid principal balance plus accrued interest is due and
2. ADDITIONAL MODIFICATIONS.  [X] The Note and Mortgage are further modified as follow INCREASE LOAN AMOUNT FROM 189,000.	vs: 00 TO 199,000.00, A DIFFERENCE OF 10,000.00.
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1 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.

Inst # 1999-03064

01/22/1999-03064 12:23 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 26.00 DOM CRIM



The following described real property located in the County of SHELBY

LOT 702, ACCORDING TO THE SURVEY OF FOREST PARKS, 7TH SECTOR, AS RECORDED IN MAP BOOK 22, PAGE 150, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

MONTGAGOR DAYTON FULLER	MORTGAGOR:
/d/b/a C & B HOMES	
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BAYTON FOLLER	
IORTGAGOR:	MORTGAGOR:
OF TGAGOR:	MORTGAGOR
	MORTGAGOR:
MORTGAGOR.	MONTON.
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, , , , , , , , , , , , , , , , , , ,	BORROWER:
ORROWER: DAYTON FULLER _/d/b/a C_4_B HOMES	BORROW CIN.
Jet July	···
DAYTON FULLER	
SORROWER:	BORROWER:
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BORROWER:	I ACRNOWER:
•	02064
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	12,23 PM CERT TOOPATE
BORROWER:	BORROWER JUDGE OF PROBATE
·	00% CBH 56.08
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	LENDER: PINNACLE BANK
	7 Hilling
	By:
	C. SCHORTTLIN Vice president
	AICE AMEDIDMAI
<del></del>	· · · · · · · · · · · · · · · · · · ·
State of Alabama	
State of Alabama )	
County of	
	Comment is an in Comment based on safety specific that
I, the undersigned, a Notary Public in and for said	County, in said State, hereby certify that
the second independent to the foregoing conveys	nce and who is/are known to me, acknowledged before me on this day
that being informed of the contents of the conveyance.	they/he/she executed the same voluntarily on the day the same bears
date.	•
Given under my hand and official seal this	day of
(Notarial Seal)	Notary Public
	riotaly rubite
State of Alabama )	
L.H. and	
County of Affinance)	County in said State hereby certify that Douter Fuller
1, the undersigned, a Notary Public in and for said	County, in said State, hereby certify that
whose name(s) as Properties	•
of b/s/a C+B Harriso	is/are signed to the foregoing conveyance, and who is/are
Proprietorskip	hat being informed of the contents of the conveyance, they/he/she as
/ Har . A A . A	hat, being informed of the contents of the conveyance, they/he/she, as with full authority, executed the same voluntarily for and as the act of said
such Otonio and	William turi aminority, exceeding the same viviality for all and the same viviality for all a
Given under my hand and official sear this	14 th day of framefales 1 19/1/
	Potela / Lols
(Notarial Seal)	At a sure of the state of the s
•	Notary Public
i	MY COMMISSION EXPIRES FEBRUARY 3, 200 /
:	ENTRY OF THE PROPERTY OF THE P

THIS DOCUMENT WAS PREPARED BY: PINNACLE BANK

: AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.