

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

MODIFICATION AND EXTENSION  
OF PROMISSORY NOTE/MORTGAGE

Inst # 2001-03033  
01/29/2001-03033  
10:10 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
31.50  
003 HMB

<b>BORROWER</b> BILL CLECKLEY CONSTRUCTION AND FRAMING, INC.	<b>MORTGAGOR</b> BILL CLECKLEY CONSTRUCTION AND FRAMING, INC.
<b>ADDRESS</b> 438 COUNTY ROAD 89 CLANTON, AL 35046 TELEPHONE NO. IDENTIFICATION NO.	<b>ADDRESS</b> 438 COUNTY ROAD 89 CLANTON, AL 35046 TELEPHONE NO. IDENTIFICATION NO.
<b>ADDRESS OF REAL PROPERTY:</b> LOT 301 LAKE FOREST ALABASTER, AL 35007	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 18th day of January, 2001, is executed by and between the parties identified above and PINNACLE BANK, 2013 CANYON ROAD, VESTAVIA, AL 35216 ("Lender").

A. On May 18, 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 Thirty Seven Thousand and no/100 Dollars (\$137,000.00) which Note is secured by a mortgage ("Mortgage") dated May 18, 2000, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on May 24, 2000 at INST # 2000-17000 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 \_\_\_\_\_, 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 \_\_\_\_\_, the unpaid principal balance due under the Note was \$ \_\_\_\_\_, and the accrued and unpaid interest on that date was \$ \_\_\_\_\_. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.  
☒ The Note and Mortgage are further modified as follows:  
INCREASE ORIGINAL AMOUNT OF LOAN FROM \$137,000.00 TO \$146,000.00, A DIFFERENCE OF \$9,000.00, ALL OTHER TERMS WILL REMAIN THE SAME.

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 301, ACCORDING TO THE SURVEY OF LAKE FOREST, THIRD SECTOR, AS RECORDED IN MAP  
BOOK 26, PAGE 143, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**SCHEDULE B**

MORTGAGOR: BILL CLECKLEY CONSTRUCTION AND FRAMING, INC.

MORTGAGOR:

By: Bill Cleckley  
BILL CLECKLEY  
PRESIDENT  
MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: BILL CLECKLEY CONSTRUCTION AND FRAMING, INC.

BORROWER:

By: Bill Cleckley  
BILL CLECKLEY  
PRESIDENT  
BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: PINNACLE BANK

By: C. Schoettlin  
C. SCHOETTLIN  
VICE PRESIDENT

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) 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 \_\_\_\_\_ day of \_\_\_\_\_  
(Notarial Seal)

Notary Public

State of Alabama )  
County of Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

whose name(s) as Bill Cleckley  
of Bill Cleckley Construction and Framing, Inc. 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 officer and with full authority, executed the same voluntarily for and as the act of said Corporation

Given under my hand and official seal this 18<sup>th</sup> day of January 2001  
(Notarial Seal)

Notary Public

MY COMMISSION EXPIRES FEBRUARY 3, 2001

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

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10:10 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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