

**AGREEMENT TO EXTEND THE CONSTRUCTION PERIOD  
and  
MODIFICATION OF MORTGAGE**

In this Agreement to extend the Construction Period and Modification of Mortgage ("Agreement"), "I", "me" and "my" refer to the Borrowers that sign below and "Lender" refers to SOUTHEASTERN MORTGAGE OF ALABAMA.

WHEREAS, the Lender and I have agreed to extend the construction period referenced in one or more of the documents described below prior to its scheduled termination date, we hereby amend the following documents indicated below:

**MORTGAGE**

Lender and I, referred to as Lender and Borrower in the Mortgage, do hereby amend and modify the Mortgage between us recorded in the Land Records of Shelby County, Alabama on April 11, 1994, Instrument Number 1994-11872 by revising the maturity date set forth in the Mortgage:

The Note referenced in the Mortgage provides for payment of the full debt, if not paid earlier, to be due and payable on November 1, 2024.

**NOTE**

In Section 2 of the Note, the last sentence of the second paragraph is hereby changed to read:

"The construction period will end on December 6, 1994."

In Section 3(B) of the Note, the first sentence of the second paragraph is hereby changed to read:

"I will make my monthly principal and interest payments on the first day of each month beginning on February 1, 1995."

In section 3(B) of the Note, the last sentence of the second paragraph is hereby changed to read:

"If, on January 1, 2025, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

12/13/1994-36387  
08:21 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 12.00

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OCT 25 1994

SOUTHEASTERN MORT. OF AL

Inst # 1994-36387

Except as set forth herein, Lender and I agree that the documents referenced above shall continue in full force and effect and that the changes to the dates referenced in these documents is intended to be a modification of the existing obligation of the Borrower and not a novation thereof.

BY SIGNING BELOW, Lender and I accept and agree to the terms contained in this Agreement to Extend Construction Period and Modification of Mortgage.

James Donald Lambert  
James Donald Lambert

Pamela D. Lambert  
Pamela D. Lambert

SOUTHEASTERN MORTGAGE OF  
ALABAMA

By: Johnny D. Williams  
Johnny D. Williams  
President

State of Alabama )  
 ) to wit:  
Shelby County )

I hereby certify that on this 22 day of October, in the year 1994 before the subscriber appeared James D. Lambert and Pamela D. Lambert and acknowledged the foregoing Agreement to Extend the Construction Period and Modification of Mortgage to be his act.

Jan C. Beare  
Notary Public

Inst # 1994-36387

My Commission Expires: 11-12-94

12/13/1994-36387  
08:21 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 12.00