

Inst # 1997-03058

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

01/30/1997-03058  
10:27 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 HEL 30.00

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER		MORTGAGOR	
BRANTLEY HOMES, INC.		BRANTLEY HOMES, INC.	
ADDRESS		ADDRESS	
P. O. BOX 159 PELHAM, AL 35124		P. O. BOX 159 PELHAM, AL 35124	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: LOT 221 WARWICK VILLAGE  
ALABASTER, AL 35007

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 24th day of JANUARY, 1997  
is executed by and between the parties identified above and PINNACLE BANK, 701 MONTGOMERY HIGHWAY, BIRMINGHAM,  
AL 35216 ('Lender')

A. On November 26, 1996, 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 Eighty Thousand and no/100  
Dollars, 000.00

which Note is secured by a mortgage ("Mortgage") dated November 26, 1996, executed by Mortgagor for the benefit of  
Lender and encumbering the real property described on Schedule A ("Property"), and recorded on December 06, 1996  
at INST # 1996-40264 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 LOAN AMOUNT FROM 80,000.00 TO 91,000.00, A DIFFERENCE OF 11,000.00.**

### 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.

**SCHEDULE A**

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

**LOT 221, ACCORDING TO THE SURVEY OF PHASE II, WEATHERLY, WARWICK VILLAGE - SECTOR 17, AS RECORDED IN MAP BOOK 21, PAGE 110, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**MINERALS AND MINING RIGHTS EXCEPTED.**

**SCHEDULE B**

MORTGAGOR: BRANTLEY HOMES, INC.  
By: Billy Ray Brantley  
BILLY RAY BRANTLEY  
PRESIDENT  
MORTGAGOR:

MORTGAGOR:  
  
MORTGAGOR:

MORTGAGOR:  
  
MORTGAGOR:

MORTGAGOR:  
  
MORTGAGOR:

Inst # 1997-03058  
01/30/1997-03058  
10:27 AM CERTIFIED  
DEED COUNTY JUDGE OF PROBATE  
003 RL 30.00

BORROWER: BRANTLEY HOMES, INC.  
By: Billy Ray Brantley  
BILLY RAY BRANTLEY  
PRESIDENT  
BORROWER:

BORROWER:  
  
BORROWER:

BORROWER:  
  
BORROWER:

BORROWER:  
  
BORROWER:

LENDER: PINNACLE BANK  
By: C. Schoettlin  
C. SCHOETTLEIN  
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 conveyance 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 \_\_\_\_\_, 19\_\_\_\_  
(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 Billy Ray Brantley  
of Brantley Homes, Inc.  
Corporation is/are signed to the foregoing conveyance, 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, 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 21<sup>st</sup> day of January, 1997  
(Notarial Seal)

Notary Public

MY COMMISSION EXPIRES FEBRUARY 24, 1997

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