

Inst # 1997-03061

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

01/30/1997-03061  
10:27 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL 30.00

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER	MORTGAGOR
BRANTLEY HOMES, INC.	BRANTLEY HOMES, INC.
ADDRESS P. O. BOX 159 PELHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.	ADDRESS P. O. BOX 159 PELHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: LOT 2// 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~~ 80,000.00

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 # 1996-40263 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 218, 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:

19050-2661  
01/30/1997-03061  
10:27 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 DEL

MORTGAGOR:

MORTGAGOR:

BORROWER: BRANTLEY HOMES, INC.

By: Billy Ray Brantley  
BILLY RAY BRANTLEY  
PRESIDENT

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: PINNACLE BANK  
By: [Signature]  
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 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 President  
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 24th 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.