

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

Inst # 1997-12260

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER
BUILD-ALL CONSTRUCTION, INC.

MORTGAGOR
BUILD-ALL CONSTRUCTION, INC.

ADDRESS
2055 HIGHWAY 93
HELENA, AL 35080
TELEPHONE NO. IDENTIFICATION NO.

ADDRESS
2055 HIGHWAY 93
HELENA, AL 35080
TELEPHONE NO. IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: LOT 16 ST. CHARLES PLACE
HELENA, AL 35080

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 9th day of April, 1997 is executed by and between the parties identified above and PINNACLE BANK, 701 MONTGOMERY HIGHWAY, BIRMINGHAM, AL 35216 (Lender)

A. On February 13, 1997, 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 Ninety One Thousand Five Hundred and no/100 Dollars (\$ 21,500.00).

which Note is secured by a mortgage ("Mortgage") dated February 13, 1997, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on February 19, 1997 at INST. # 1997-05328 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.

[X] The maturity date of the Note is extended to February 13, 1998, 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 February 13, 1997, the unpaid principal balance due under the Note was \$ 97,000.00, and the accrued and unpaid interest on that date was \$ 0.00. The new repayment terms are as follows:

Interest only payments beginning April 01, 1997 and continuing at monthly time intervals thereafter. A final payment of the unpaid principal balance plus accrued interest is due and payable on February 13, 1998.

2. ADDITIONAL MODIFICATIONS.

[X] The Note and Mortgage are further modified as follows:

INCREASE ORIGINAL LOAN AMOUNT FROM 91,500.00 TO 97,000.00, A DIFFERENCE OF 5,500.00.

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.

04/21/1997-12260
12:06 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 21.75

SCHEDULE A

The following described real property located in the County of **SHELBY**

State of **Alabama**

**LOT 16, ACCORDING TO THE SURVEY OF ST. CHARLES PLACE, PHASE TWO, SECTOR FIVE, AS
RECORDED IN MAP BOOK 20, PAGE 143, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

MINERALS AND MINING RIGHTS EXCEPTED.

SCHEDULE B

MORTGAGOR:

BY: *[Signature]*
BILLY GOSSETT
PRESIDENT
ORIGATOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR

MORTGAGOR:

BORROWER BUILD-ALL CONSTRUCTION, INC.

BORROWER:

By: BILLY GOSSETT
PRESIDENT
BORROWER:

Borrower:

BOOROWER:

Borrower:

BONFLOWER:

BORROWER:

LENDER: PINNACLE BANK

By: C. SCHOETTIN
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 _____

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

whose name(s) as *President*
of *Gold Hill Construction and*
Corporation
known to me, acknowledged before me on this d
such *officer*
Corporation

is/are signed to the foregoing conveyance, and who is/are informed of the contents of the conveyance, they/he/she, as authority, executed the same voluntarily for and as the act of said

Given under my hand and official seal this 9th day of April 1998
(Notarial Seal) Donna C. [Signature]

Notary Public

MY COMMISSION EXPIRES FEBRUARY 3, 2001

THIS DOCUMENT WAS PREPARED BY: PINNACLE BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.