

Inst # 1997-36600

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

11/07/1997-36600
12:57 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 ME1 25.50

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER	MORTGAGOR
JOHN H THREADGILL d/b/a THREADGILL CONSTRUCTION ADDRESS RT. 1 BOX 139A COY, AL 36435 TELEPHONE NO. IDENTIFICATION NO.	JOHN H THREADGILL d/b/a THREADGILL CONSTRUCTION ADDRESS RT. 1 BOX 139A COY, AL 36435 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: LOT 32 HUNTER HILLS CHELSEA, AL 35043	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 5th day of November, 1997, is executed by and between the parties identified above and PINNACLE BANK, 2013 CANYON ROAD, VESTAVIA, AL 35216 ("Lender").

A. On July 15, 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 Eighty Thousand and no/100 Dollars, 000.00

which Note is secured by a mortgage ("Mortgage") dated July 15, 1997, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on July 22, 1997 as INSTRUMENT #1997-22948 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 July 15, 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 November 05, 1997, the unpaid principal balance due under the Note was \$ 98,000.00, and the accrued and unpaid interest on that date was \$ 0.00. The new repayment terms are as follows:

Interest only payments beginning December 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 July 15, 1998.

2. ADDITIONAL MODIFICATIONS.

☒ The Note and Mortgage are further modified as follows:
**INCREASE IN LOAN AMOUNT, ORIGINALLY 80,000.00 INCREASED TO 90,000.00 ON
MODIFICATION, LOAN IS NOW BEING MODIFIED TO 98,000.00, AN INCREASE OF 8,000.00**

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 32, ACCORDING TO THE SURVEY OF HUNTER HILLS, PHASE TWO, AS RECORDED IN MAP BOOK 22, PAGE 94, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

MORTGAGOR: JOHN H THREADGILL
d/b/a THREADGILL CONSTRUCTION

John H Threadgill
JOHN H THREADGILL

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: JOHN H THREADGILL
d/b/a THREADGILL CONSTRUCTION

John H Threadgill
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SELBY COUNTY JUDGE OF PROBATE
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LENDER: PINNACLE BANK

By: *[Signature]*
C. SCHOTTLIN
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 *John H. Threadgill*
of *Threadgill Construction*
Proprietorship 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 *owner* and with full authority, executed the same voluntarily for and as the act of said *Proprietorship*

Given under my hand and official seal this *5th* day of *November*, 19 *97*
(Notarial Seal) *Lamela C. Kiser*

Notary Public

MY COMMISSION EXPIRES FEBRUARY 3, 2001

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