

**NOTE AND MORTGAGE MODIFICATION AGREEMENT**

**ORIGINAL**

This Note and Mortgage Extension Agreement made effective this 11th day of November, 1997, by and between Johns Construction Co., Inc. ("Maker") and Wickes Mortgage Lending, Inc. ("Payee").

**RECITALS**

Maker executed and delivered to Payee a Promissory Note dated April 2, 1997, in the original principal amount of \$ 350,625.00 (the "Note"). The maturity of the Note is January 15, 1998. The Note is secured by a mortgage and security agreement of even date with the Note executed by Johns Construction Co., Inc. (the "Mortgage"). The Mortgage is recorded in the Probate Office of Shelby County, Alabama, in Instrument No. 1997-10807. The current indebtedness of Maker owed to the Payee secured by the Mortgage is \$ 348,231.75. The Maker has requested that the Payee agree:

[Check applicable provision(s)]

- ☐ To extend the maturity of the Note and the Mortgage, and the Payee has agreed to such extension.
- ☒ To increase the indebtedness of Maker owed to Payee secured by the Mortgage, and the Payee has agreed to such increase.
- ☐ To decrease the indebtedness of Maker owed to Payee secured by the Mortgage, and the Payee has agreed to such decrease.

☐ The Note has been guaranteed by William E. Johns, Joyce A. Johns, Perry L. Johns and Anneva R. Johns whether one or more, the "Guarantors") pursuant to a Continuing Guaranty dated September 9, 1996.

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SHELBY COUNTY JUDGE OF PROBATE  
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**NOW, THEREFORE**, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ☐ The Note is hereby renewed and extended so that the maturity date of the Note shall be \_\_\_\_\_. The Note is hereby modified and amended so that all references in the Note to "Maturity Date" shall mean \_\_\_\_\_. The Mortgage shall continue to secure the Note as extended hereby.

2. ☒ The principal amount of the Note and of the indebtedness secured by the mortgage is : ☒ increased by \$40,125.00 ☐ decreased by \$ \_\_\_\_\_ so that as so increased or decreased the principal amount of the indebtedness secured by the Mortgage is now \$ 390,750.00 and the principal amount of the Note is now \$ 390,750.00.

3. This agreement is made by Payee on the express condition that it shall not be construed as precluding Payee, or its successors or assigns, from enforcing any rights against any person liable on the Note and/or Mortgage whose written consent hereto has not been obtained, for which purpose such indebtedness may be treated as overdue and collected immediately in accordance with the terms of the Note and Mortgage as if this agreement had not been made.

4. Except as hereby amended, the Note and the Mortgage shall remain in full force and effect and are hereby ratified and confirmed. The Note shall continue to be secured by the Mortgage and all other security for the Note.

5. Paragraphs 1 and/or 2 of this agreement shall be applicable only if the box (☐) is checked at the beginning of such paragraph.

**IN WITNESS WHEREOF**, Maker and Payee have executed this agreement as of the day and year first above written.

JOHNS CONSTRUCTION CO., INC.

By: William E. Johns Sr.  
William E. Johns, Sr., President

Maker

WICKES MORTGAGE LENDING, INC.

By: Carl W. Cline  
Carl W. Cline, Vice President  
Payee

### CONSENT OF GUARANTORS

The undersigned Guarantors of Maker's obligation to Payee do hereby consent and agree to the foregoing Note and Mortgage Modification Agreement and agree that the Continuing Guaranty executed by Guarantors for the benefit of Payee shall continue in force and effect with respect to the Note and Mortgage as modified.

William E. Johns

William E. Johns

Joyce A. Johns

Joyce A. Johns

Perry L. Johns

Perry L. Johns

Anneva R. Johns

Anneva R. Johns

Guarantors

### Acknowledgments For Maker(s)

STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned, A Notary Public in and for said County in said State, hereby certify that William E. Johns, whose name as President of Johns Construction Co., Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 seal of office this 12<sup>th</sup> day of November, 1997.

Patricia J. Davis

Notary Public

[NOTARIAL SEAL]

My Commission expires: Sept. 25, 2001

Acknowledgment For Payee

STATE OF Florida )  
 )  
Duval COUNTY )

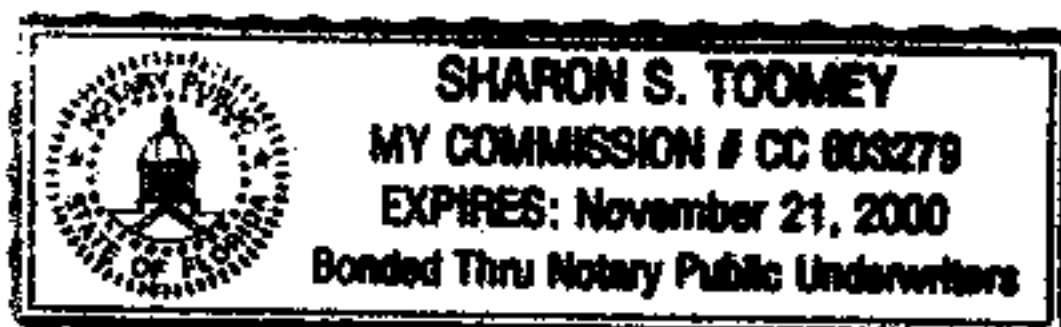
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Carl W. Cline whose name as Vice President of Wickes Mortgage Lending, Inc., a Delaware Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said insurance company.

Given under my hand and seal of office this 18<sup>th</sup> day of November, 1997.

Sharon S. Toomey  
Notary Public

[NOTARIAL SEAL]

My commission expires: 11/21/2000



Acknowledgment For Guarantor(s)

STATE OF ALABAMA )

Jefferson )  
COUNTY )

I, the undersigned, hereby certify that William E. Johns, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 12<sup>th</sup> day of November, 1997.

Datiana J. Davis  
Notary Public

[NOTARIAL SEAL]

My commission expires: Sept. 25, 2001

STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned, hereby certify that Joyce A. Johns, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 12<sup>th</sup> day of November, 1997.

Patricia J. Davis

Notary Public

[NOTARIAL SEAL]

My commission expires: Sept. 25, 2001

STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned, hereby certify that Perry L. Johns, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 12<sup>th</sup> day of November, 1997.

Patricia J. Davis

Notary Public

[NOTARIAL SEAL]

My commission expires: Sept 25, 2001

STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned, hereby certify that Anneva R. Johns, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 12<sup>th</sup> day of November, 1997.

Patricia J. Davis

Notary Public

[NOTARIAL SEAL]

This instrument Prepared By:

My commission expires: Sept. 25, 2001  
Carl W. Cline, Vice President  
Wickes Mortgage Lending, Inc.  
7800 Belfort Parkway, Suite 100  
Jacksonville, FL 32256

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(revised 1/97)

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