

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

Inst # 1998-05342

02/18/1998-05342
10:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
216.00
003 MEL

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER		MORTGAGOR	
DAYTON FULLER d/b/a C & B HOMES		DAYTON FULLER d/b/a C & B HOMES	
ADDRESS 4725 SYLVANER LANE HOOVER, AL 35244		ADDRESS 4725 SYLVANER LANE HOOVER, AL 35244	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: LOT 13 LINCOLN PARK
BIRMINGHAM, AL 35242

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 2nd day of February, 1998
is executed by and between the parties identified above and PINNACLE BANK, 2013 CANYON ROAD, VESTAVIA, AL
35216 ("Lender").

A. On March 12, 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 One Hundred Ten Thousand and no/100
Dollars, 000.00

which Note is secured by a mortgage ("Mortgage") dated March 12, 1997, executed by Mortgagor for the benefit of
Lender and encumbering the real property described on Schedule A ("Property"), and recorded on March 21, 1997
at INST # 1997-08779 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 February 02, 1999, 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 02, 1998, the unpaid principal balance due under the Note was \$ 135,000.00, and the accrued
and unpaid interest on that date was \$ 0.00. The new repayment terms are as follows:

On demand, but if no demand is made, then:
Interest only payments beginning March 01, 1998 and continuing at monthly time intervals
thereafter. A final payment of the unpaid principal balance plus accrued interest is due and
payable on February 02, 1999.

2. ADDITIONAL MODIFICATIONS.

☒ The Note and Mortgage are further modified as follows:
INCREASE LOAN AMOUNT FROM 110,000.00 TO 135,000.00, A DIFFERENCE OF 25,000.00.

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 13, IN BLOCK 3, ACCORDING TO THE SURVEY OF LINCOLN PARK, AS RECORDED IN MAP
BOOK 3, PAGE 145, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

MINERALS AND MINING RIGHTS EXCEPTED.

SCHEDULE B

MORTGAGOR: DAYTON FULLER
d/b/a C & B HOMES
DAYTON FULLER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: DAYTON FULLER
d/b/a C & B HOMES
DAYTON FULLER

BORROWER:

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BORROWER:

LENDER: PINNACLE BANK
By: [Signature]
C. SCHWITLIN
VICE PRESIDENT

Inst # 1998-05342
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SHELBY COUNTY JUDGE OF PROBATE
216.00
003 HEL

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) 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 Dayton Fuller
of C.B. Homes
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 proprietor and with full authority, executed the same voluntarily for and as the act of said

Given under my hand and official seal this 2nd day of February, 1998
(Notarial Seal) Samela C. Smith
Notary Public

MY COMMISSION EXPIRES FEBRUARY 3, 2001

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