

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

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 702 FOREST PARKS
BIRMINGHAM, AL 35242

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 9th day of September, 1998
is executed by and between the parties identified above and PINNACLE BANK, 2013 CANYON ROAD, VESTAVIA, AL
35216 ("Lender")

A. On January 14, 1999, 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 Eighty Nine Thousand and no/100
Dollars, 000.00

which Note is secured by a mortgage ("Mortgage") dated January 14, 1999, executed by Mortgagor for the benefit of
Lender and encumbering the real property described on Schedule A ("Property"), and recorded on February 18, 1998
at INST # 1998-05323 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 03, 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
January 14, 1999, the unpaid principal balance due under the Note was \$ 181,679.00, and the accrued
and unpaid interest on that date was \$ 1,173.13. The new repayment terms are as follows:

Interest only payments beginning January 01, 1999 and continuing at monthly time intervals
thereafter. A final payment of the unpaid principal balance plus accrued interest is due and
payable on February 03, 1999.

2. ADDITIONAL MODIFICATIONS.

☒ The Note and Mortgage are further modified as follows:
INCREASE LOAN AMOUNT FROM 189,000.00 TO 199,000.00, A DIFFERENCE OF 10,000.00.

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.

Inst # 1999-03064

01/22/1999-03064
12:23 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CRH 26.00

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama

LOT 702, ACCORDING TO THE SURVEY OF FOREST PARKS, 7TH SECTOR, AS RECORDED IN MAP -
BOOK 22, PAGE 150, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

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

MORTGAGOR:

DAYTON FULLER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

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MORTGAGOR:

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

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1999-03064

BORROWER:

01/22/1999-03064
12:23 PM CERTIFIED
BORROWER
SHELBY COUNTY JUDGE OF PROBATE
DEC CRH 26.00

LENDER: PINNACLE BANK

By: 
C. SCHOETT LIN
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 Proprietor
of d/b/a 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 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 14th day of January, 19 99

(Notarial Seal)

Notary Public

MY COMMISSION EXPIRES FEBRUARY 3, 2001

THIS DOCUMENT WAS PREPARED BY: PINNACLE BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.