

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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

INST. # 2000-13207

04/21/2000-13207
12:32 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
36.55
033 MFS

BORROWER
BRANTLEY HOMES, INC.

MORTGAGOR
BRANTLEY HOMES, INC.

ADDRESS
128 HIGHCREST ROAD
PELHAM, AL 35124
TELEPHONE NO.

IDENTIFICATION NO.

ADDRESS
128 HIGHCREST ROAD
PELHAM, AL 35124
TELEPHONE NO.

IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: LOT 3 OAK CREST
PELHAM, AL 35124

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 7th day of April, 2000, is executed by and between the parties identified above and PINNACLE BANK, 2013 CANYON ROAD, VESTAVIA, AL 35216 ("Lender").

A. On September 22, 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 Ninety Five Thousand and no/100 Dollars, \$195,000.00.

which Note is secured by a mortgage ("Mortgage") dated September 22, 1999, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on October 06, 1999 at INST. #1999-41685 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 September 01, 2000, 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 April 07, 2000, the unpaid principal balance due under the Note was \$ 155,249.50 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, 2000 and continuing at monthly time intervals thereafter. A final payment of the unpaid principal balance plus accrued interest is due and payable on September 01, 2000.

2. ADDITIONAL MODIFICATIONS.

X. The Note and Mortgage are further modified as follows:
INCREASE ORIGINAL AMOUNT OF LOAN FROM 195,000.00 TO 210,000.00 A DIFFERENCE OF 15,000.00. ALL OTHER TERMS WILL REMAIN THE SAME.

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 SEALEY, State of Alabama
**LOT 3-A, RESURVEY OF LOT 3, ACCORDING TO THE SURVEY OF OAK CREST, SECTOR ONE AS
RECORDED IN MAP BOOK 25, PAGE 56, IN THE PROBATE OFFICE OF SEALEY COUNTY, ALABAMA.**

SCHEDULE B

MORTGAGOR: BRANTLEY HOMES, INC.

MORTGAGOR:

BY: Billy H. Brantley
PRESIDENT
MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: BRANTLEY HOMES, INC.

BORROWER:

BY: Billy H. Brantley
PRESIDENT
BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: PINACLE BANK

BY: C. Schettlin
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 instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____

(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 Billy H. Brantley
of Brantley Homes, Inc.
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, they/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 official seal this 7th day of April

(Notarial Seal)

Notary Public

MY COMMISSION EXPIRES FEBRUARY 3, 2001

THIS DOCUMENT WAS PREPARED BY: PINACLE BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.