

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

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

Inst # 2000-13208

04/21/2000-13208  
12:32 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
\$12.00

<b>BORROWER</b> BRANTLEY HOMES, INC.		<b>MORTGAGOR</b> BRANTLEY HOMES, INC.	
<b>ADDRESS</b> 128 HIGHCREST ROAD PELHAM, AL 35124 TELEPHONE NO.		<b>ADDRESS</b> 128 HIGHCREST ROAD PELHAM, AL 35124 TELEPHONE NO.	
<b>IDENTIFICATION NO.</b>		<b>IDENTIFICATION NO.</b>	
<b>ADDRESS OF REAL PROPERTY:</b> LOT 13 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 April 05, 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 Two Hundred Ninety Two Thousand and no/100 DOLLARS, 00.

which Note is secured by a mortgage ("Mortgage") dated April 05, 1999, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on April 19, 1999 at INST. #1999-15419 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 October 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 \$ 267,736.50 and the accrued and unpaid interest on that date was \$ 0.00. The new repayment terms are as follows:

Interest only payments beginning May 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 October 01, 2000.

2. ADDITIONAL MODIFICATIONS.  
X. The Note and Mortgage are further modified as follows:  
INCREASE ORIGINAL AMOUNT OF LOAN FROM 292,000.00 TO 319,000.00 A DIFFERENCE OF 27,000.00, AND EXTEND MATURITY DATE TO OCTOBER 1, 2000.

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 13, ACCORDING TO THE SURVEY OF OAK CREST, SECTOR ONE AS RECORDED IN MAP BOOK 20, PAGE 130, IN THE PROBATE OFFICE OF SEALEY COUNTY, ALABAMA.

**SCHEDULE B**

MORTGAGOR: BRANTLEY HOMES, INC.

MORTGAGOR:

By: Billy R. Brantley  
BILLY R. BRANTLEY  
PRESIDENT  
MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: BRANTLEY HOMES, INC.

BORROWER:

By: Billy R. Brantley  
BILLY R. BRANTLEY  
PRESIDENT  
BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: PENSACLE BANK

By: [Signature]  
C. SCOTTLEIN  
VICE PRESIDENT

Inst # 2000-13208  
04/21/2000-13208  
12:32 PM CERTIFIED  
SHELBY COUNTY MISSISSIPPI

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) 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 Billy R. Brantley and with full authority, executed the same voluntarily for and as the act of said Brantley Homes, Inc. Corporation

Given under my hand and official seal this 23 day of April  
(Notarial Seal)

Notary Public

MY COMMISSION EXPIRES FEBRUARY 3, 2001

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