

MODIFICATION BEING RECORDED TO
CORRECT MORTGAGOR NAME TO:
FAITH B. LACEY, A SINGLE WOMAN

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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER TOM LACEY CONSTRUCTION CO., INC.	MORTGAGOR TOM LACEY CONSTRUCTION CO., INC. TO BE CHANGED TO: FAITH B. LACEY, A SINGLE WOMAN
ADDRESS P.O. BOX 696 HELENA, AL 35080 TELEPHONE NO.	ADDRESS P.O. BOX 696 HELENA, AL 35080 TELEPHONE NO.
IDENTIFICATION NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: LOT 14 OAKCREST PELHAM, AL 35124	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 31st day of July, 2000, is executed by and between the parties identified above and PINNACLE BANK, 2013 CANYON ROAD, VESTAVIA, AL 35216 ("Lender").

A. On December 28, 1998, 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 Thirteen Thousand and no/100 Dollars, 213,000.00

which Note is secured by a mortgage ("Mortgage") dated December 28, 1998, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on January 14, 1999 at INSTRUMENT #1999-01899 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 01, 2001, 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 July 31, 2000, the unpaid principal balance due under the Note was \$ 213,000.00, and the accrued and unpaid interest on that date was \$ 1,838.10. The new repayment terms are as follows:

Interest only payments beginning September 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 February 01, 2001.

2. ADDITIONAL MODIFICATIONS.

☒ The Note and Mortgage are further modified as follows:
EXTEND MATURITY DATE TO 02-01-2001, AND MODIFY MORTGAGOR NAME TO READ FAITH B LACEY.

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 # 2000-26421

08/04/2000-26421
10:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMS 333.00

SCHEDULE A

The following described real property located in the County of **SHELBY**, State of **Alabama** :
LOT 14, ACCORDING TO THE SURVEY OF OAK CREST, SECTOR ONE, AS RECORDED IN MAP BOOK 20, PAGE 128, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

MORTGAGOR: FAITH B. LACEY, A SINGLE WOMAN

MORTGAGOR:

By: *Faith B Lacey*
FAITH B LACEY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: TOM LACEY CONSTRUCTION CO., INC.

BORROWER:

By: *Faith B Lacey*
FAITH B LACEY
SECRETARY
BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: PINNACLE BANK

By: *[Signature]*
C. SCHOETTTLIN
VICE PRESIDENT

State of Alabama)
County of *Jefferson*)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that *Faith B. Lacey, a single woman*
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 *31st* day of *July*, *2000*.
(Notarial Seal) *Pamela E. Seld*

Notary Public
MY COMMISSION EXPIRES FEBRUARY *3, 2001*

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) as _____
of _____, a _____
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 _____ and with full authority, executed the same voluntarily for and as the act of said _____
Given under my hand and official seal this _____ day of _____, _____.
(Notarial Seal)

Notary Public

Inst # 2000-26421

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

08/04/2000-26421
10:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMS 333.00