

After Recordation Return to:

Inst # 2001-06204

MODIFICATION AND EXTENSION  
OF MORTGAGE  
AND ASSIGNMENTS OF RENTS AND LEASES

BORROWER	MORTGAGOR
BRANTLEY HOMES, INC.  BILLY RAY BRANTLEY AND WIFE, RHONDA BRANTLEY  P.O. BOX 159 PELHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.	BRANTLEY HOMES, INC.  BILLY RAY BRANTLEY AND WIFE, RHONDA BRANTLEY  P.O. BOX 159 PELHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 168 MILGRAY LANE, CALERA, AL 35040	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 12th day of FEBRUARY, 2001, is executed by and between the parties identified above and PINNACLE BANK, 2013 CANYON ROAD, VESTAVIA, AL 35216 ("Lender").

A. On AUGUST 4, 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 NINETEEN THOUSAND AND NO/100 Dollars (\$ 119,000.00).

\*which Note is secured by a mortgage ("Mortgage") dated AUGUST 4, 1999, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on AUGUST 6, 1999 at INSTRUMENT #1999-32994 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 NOVEMBER 5, 2014, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly.
2. ADDITIONAL MODIFICATIONS.  
The Note and Mortgage are further modified as follows:  
\*Assignments of Rents and Leases TO SHOW TITLE IN BILLY RAY BRANTLEY AND WIFE, RHONDA BRANTLEY BY EVIDENCE OF WARRANTY DEED RECORDED IN INSTRUMENT #2000-13206.

\*\*ASSIGNMENTS OF RENTS AND LEASES IN INSTRUMENT #1999-32995.

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.

02/23/2001-06204  
08:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 193.50

SCHEDULE A

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

LOT #23, ACCORDING TO THE SURVEY OF SOUTHERN HILLS, SECTOR 5,  
AS RECORDED IN MAP BOOK 16, PAGE 132, IN THE PROBATE OFFICE  
OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

MORTGAGOR: BRANTLEY HOMES, INC.

Billy Ray Brantley  
BILLY RAY BRANTLEY, PRESIDENT

MORTGAGOR: BILLY RAY BRANTLEY

Billy Ray Brantley  
BILLY RAY BRANTLEY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

Rhonda Brantley

MORTGAGOR: RHONDA BRANTLEY

Rhonda Brantley  
RHONDA BRANTLEY

MORTGAGOR

MORTGAGOR:

Inst # 2001-06204  
LENDER:

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

02/23/2001-06204  
08:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 193.50