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This instrument was prepared by Pam Willaimson, PINNACLE BANK, 2013 CANYON ROAD, BIRMINGHAM, Alabama 35216

## MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is February 1, 2005. The parties and their addresses are:

**MORTGAGOR:**

**R. WILKINS CONSTRUCTION, INC.**  
A ALABAMA Corporation  
191 HIDDEN CREEK PARKWAY  
PELHAM, Alabama 35124

**LENDER:**

**PINNACLE BANK**  
**VESTAVIA OFFICE**  
Organized and existing under the laws of Alabama  
2013 Canyon Road  
Vestavia, Alabama 35216  
TIN: [REDACTED]

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated APRIL 14, 2004 and recorded on APRIL 20, 2004 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT #20040420000203680 and covered the following described Property:

SEE ATTACHED "EXHIBIT A"

The property is located in SHELBY County at 201 TUCKER ROAD, HELENA, Alabama 35080.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$672,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**B. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. This Security Instrument will secure the following Secured Debts:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 24274, dated April 14, 2004, from Mortgagor to Lender, with a loan amount of \$672,000.00 and maturing on August 1, 2005. One or more of the debts secured by this Security Instrument contains a future advance provision.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection

with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**5. ADDITIONAL TERMS.** INCREASING ORIGINAL MORTGAGE FROM 336,000.00 TO 672,000.00 A DIFFERENCE OF 336,000.00

**SIGNATURES.** By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

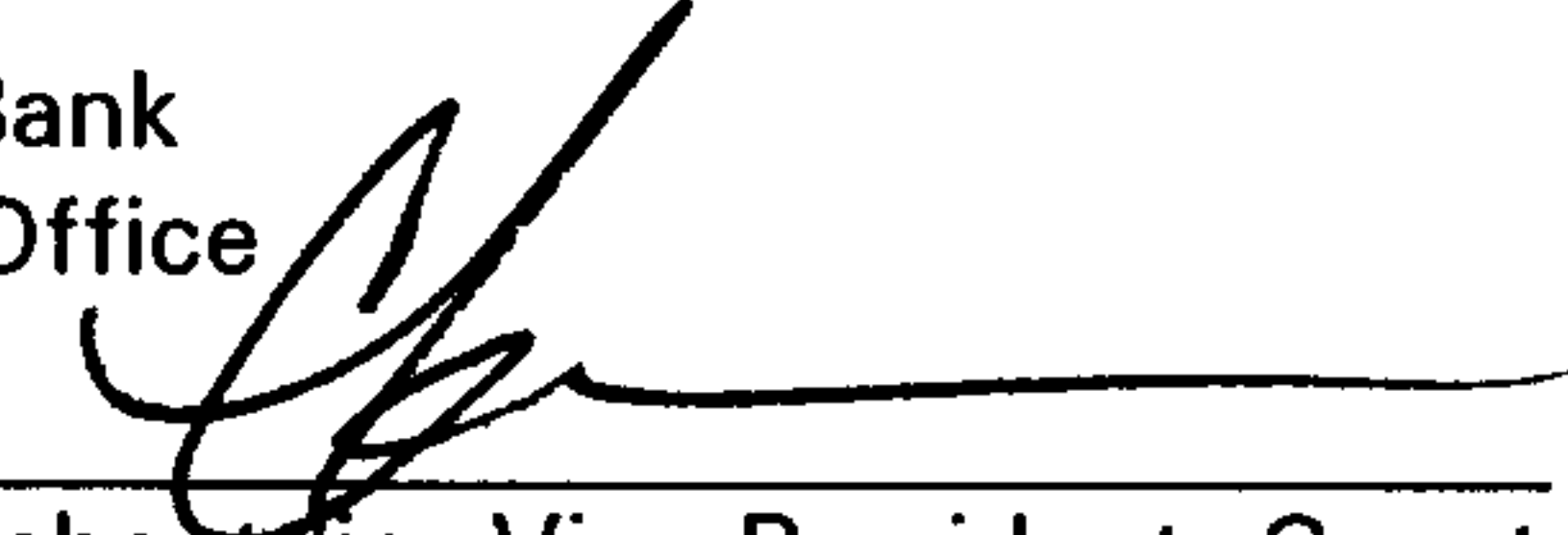
**MORTGAGOR:**

R. WILKINS CONSTRUCTION, INC.

By  (Seal)  
ROGER WILKINS, PRESIDENT

**LENDER:**

Pinnacle Bank  
Vestavia Office

By  (Seal)  
Carl Schoettlin, Vice President, Construction Loan Department

**ACKNOWLEDGMENT.**

(Business or Entity)

State OF Alabama, County OF Jefferson ss.

I, Pamela Williamson, a notary public, in and for said County in said State, hereby certify that ROGER WILKINS, whose name(s) as PRESIDENT of the R. WILKINS CONSTRUCTION, INC. a corporation, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 1<sup>st</sup> day of February, 2005.

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 3, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

  
(Notary Public)

(Lender Acknowledgment)

State OF Alabama, County OF Jefferson ss.

I, Pamela Williamson, a notary public, in and for said County in said State, hereby certify that Carl Schoettlin, whose name(s) as Vice President, Construction Loan Department of Pinnacle Bank Vestavia Office, a corporation, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 1<sup>st</sup> day of February, 2005.

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 3, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Pamela Williamson  
(Notary Public)



**PINNACLE BANK  
2013 CANYON ROAD  
VESTAVIA HILLS, AL 35216**

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

A parcel of land situated in the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 15, Township 20 South, Range 3 West, in Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 15 and run Easterly along the South line of said  $\frac{1}{4}$   $\frac{1}{4}$  for a distance of 355.0 feet to an iron pin found on the East side of Tucker Road; thence turn a measured angle to the left of 86 degrees 53 minutes 03 seconds and run along the Easterly right-of-way of Tucker Road for a distance of 378.0 feet to an iron pin being the point of beginning of the parcel of land herein described; thence from said point of beginning continue along said Easterly right-of-way of Tucker Road for a distance of 145.97 feet to an iron pin found on the South side of Shelby County Highway No. 52, said point being on a curve having a radius of 10099.60 feet and a central angle of 01 degrees 08 minutes; thence from last described course turn an angle to the right of 88 degrees 27 minutes and run Easterly along the South right-of-way line of Shelby County Highway No. 52 for a distance of 199.84 feet to an iron pin found on said South right-of-way; thence leaving said right-of-way turn an angle to the right of 91 degrees 33 minutes and run Southerly for a distance of 140.44 feet to an iron pin found; thence turn an angle to the right of 86 degrees 52 minutes 09 seconds and run Westerly for a distance of 200.05 feet to the point of beginning; being situated in Shelby County, Alabama.

THIS DOCUMENT IS REFERENCE TO THE FOLLOWING:

\_\_\_\_\_  
NAME

LOAN #: \_\_\_\_\_

DATE: \_\_\_\_\_