20050413000173950 1/3 $231.50
Shelby Cnty Judge of Probate, AL
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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 April 6, 2005. The parties and their addresses are:

MORTGAGOR:
BUILD ALL CONSTRUCTION, INC.
A ALABAMA Corporation
2055 HIGHWAY 93
HELENA, Alabama 35080

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 DECEMBER 19, 2003 and recorded on JANUARY 2, 2004 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT NUMBER 20040102000001030 and covered the following described Property:

LOT 18A, ,ACCORDING TO THE RESURVEY OF LOT 18 CROSSCREEK COVE, AS RECORDED IN MAP BOOK 33, PAGE 98, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The property is located in SHELBY County at LOT 18 CROSSCREEK COVE, PELHAM, Alabama 35124.

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 $143,000.00. 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. 23776, dated December 19, 2003, from Mortgagor to Lender, with a loan amount of $143,000.00 and maturing on July 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

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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.

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:

BUILD ALL CONSTRUCTION, INC.

By _____ (Seal)
BILLY R GOSSETT, PRESIDENT

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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 BILLY R GOSSETT, whose name(s) as PRESIDENT of the BUILD ALL 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 6th day of April, 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)

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(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 6th day of April, 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)

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