

The Peoples Bank and Trust Company
P.O. Box 240
Montevallo, AL 35115
Attention: Susie Waits

STATE OF ALABAMA:
COUNTY OF Shelby :



20050517000238090 1/2 \$56.00
Shelby Cnty Judge of Probate, AL
05/17/2005 02:24:37PM FILED/CERT

AMENDED AND RESTATED MORTGAGE

THIS INSTRUMENT (hereinafter with all amendments thereto, being referred to as the "**Amended Mortgage**") is made and entered into on this 4th day of May, 2005 between Anthony J. Hodges and Wendy M. Hodges, husband and wife (the "**Borrower**"), whose address is 223 Quail Ridge Road, Helena, AL 35080, and **THE PEOPLES BANK AND TRUST COMPANY**, an Alabama banking corporation (the "**Lender**"), whose address is 310 Broad Street, Selma, Alabama, 36701.

W I T N E S S E T H:

WHEREAS, the Borrower heretofore executed a Mortgage to the Lender by instrument dated November 12, 2004, and recorded as Instrument #20041116000630070, in the Probate Office of Shelby County, Alabama, (hereinafter the **AMortgage**) which mortgage secured a promissory note dated November 12, 2004, in the original principal amount of \$ 200,000.00 , (hereinafter the **A prior note**) the principal balance on the prior note as of the date of this instrument, being in the amount of \$ 200,000.00 ; and,

WHEREAS, the Lender is making an additional advance to the Borrower secured by the Mortgage, which advance is in the principal amount of \$ 28,000 ; and,

WHEREAS, the balance due on the prior note, together with the aforesaid additional advance are being combined, renewed, and restructured into a promissory note (hereinafter the "**Note**") in the principal amount of Two Hundred twenty eight thousand and NO/100 dollars, \$ 228000.00 ; and,

WHEREAS, the Note is payable to the Lender according to its terms, and pursuant to the terms of a Construction Loan and Security Agreement between the parties (the "**Loan Agreement**") ; and,

WHEREAS, the parties have agreed that the Mortgage shall be amended and restated by the terms of this Amended Mortgage;

NOW, THEREFORE, in consideration of the premises the Borrower and Lender hereby amend and restate the Mortgage as follows:

1. The Note described in the Mortgage shall mean the promissory note signed by the Borrower and dated November 12, 2004, which Note states that the Borrower owes Lender TWO HUNDRED TWENTY EIGHT THOUSAND AND 00/100 DOLLARS (\$228,000.00) plus interest.

2. The Borrower=s promise to pay the debt as represented by the Note shall be paid in full not later than

3. All of the other terms and conditions of the Mortgage shall remain in full force and effect as if the same were set forth herein in full, except as the same may be modified by this Amended Mortgage.



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IN WITNESS WHEREOF, the Borrower have hereunto set their hands and seals on this the day,
month and year first hereinabove written.

Anthony J. Hodges (SEAL)

Wendy M. Hodges (SEAL)

STATE OF ALABAMA ,()
COUNTY OF Shelby ,()

I, the undersigned, a Notary Public in and for said State and County, hereby certify that
Anthony J. Hodges and Wendy M. Hodges, husband and wife, whose names are
signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that,
being informed of the contents of the conveyance they executed the same voluntarily on the day the same
bears date.

GIVEN UNDER MY HAND AND SEAL on this the 4th of May, 2005.

(SEAL)

Susan A. Watts

Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 31, 2008
BONDED THROUGH NOTARY PUBLIC GUARANTEE