

Space Above This Line For Recording Data

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

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is January 19, 2006. The parties and their addresses are:

MORTGAGOR:

TOM LACEY CONSTRUCTION CO., INC. An Alabama Corporation P.O. BOX 696
HELENA, Alabama 35080-0696

LENDER:

PINNACLE BANK VESTAVIA OFFICE

Organized and existing under the laws of Alabama 2013 Canyon Road Vestavia, Alabama 35216

TIN:

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated SEPTEMBER 27, 2005 and recorded on OCTOBER 3, 2005 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT NUMBER 20051003000513670 and covered the following described Property:

LOT 48, ACCORDING TO THE FINAL PLAT OF WILD TIMBER, PHASE 3, AS RECORDED IN MAP BOOK 34, PAGE 118, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The property is located in SHELBY County at LOT 48 WILD TIMBER, PELHAM, Alabama 35043.

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 \$25,000.00. 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. 26395, dated September 27, 2005, from Mortgagor to Lender, with a loan amount of \$250,000.00 and maturing on October 1, 2006. 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.

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: /)	
TOM LACEY CONSTRUCTION CO., INC.	
By Janua ID & Centseal)	
FATTH LACEY, SECRETARY	
LENDER:	
Pinnacle Bank Vestavia Office	
By (Seal)	
Carl Schoettlin, Vice President, Construction Loan I	Department
CKNOWLEDGMENT.	
Business or Entity)	
tate OF Calvena, Crenty OFC	Toddon och
Pamela Williansen, a notary public,	In and for said County in said State, hereby certify
nat FAITH LACEY, whose name(s) as SECRETARY of the TO	OM LACEY CONSTRUCTION CO., INC. a corporation,
s/are signed to the foregoing instrument and who is knowr eing informed of the contents of the instrument, he/she/they	
ame voluntarily for and as the act of said corporation. G	
Canaly, 2006.	
My commission expires:	mule Millamer
NOTARY PURLIC STATE OF ALABAMA AT LARGE	otary Public)
MY COMMISSION EXPIRES: Feb 3, 2009 BONDED THRU NOTARY PUBLIC UNDERWRITERS	
	20060124000037830 2/2 \$51.50
ender Acknowledament)	Shelby Cnty Judge of Probate, AL 01/24/2006 12:05:50PM FILED/CERT
ender Acknowledgment) Alexander Acknowledgment) Alexander Acknowledgment) Alexander Acknowledgment)	
Panela Williamon, a notary public,	in and for said County in said State hereby certify
nat Carl Schoettlin, whose name(s) as Vice President, Constru	uction Loan Department of Pinnacle Bank
estavia Office, a corporation, is/are signed to the foregoing	
efore me on this day that, being informed of the contents o tith full authority, executed the same voluntary for and as th	
ne 1996 day of Ganciery, 2006	
My commission expires:	

TOM LACEY CONSTRUCTION CO., INC.
Alabama Real Estate Modification
AL/4XXXXpamw00836500004670005011806Y

NOTARY PUBLIC STATE OF ALABAMA AT LARGE

BONDED THRU NOTARY PUBLIC UNDERWRITERS

MY COMMISSION EXPIRES: Feb 3, 2009