

59.50

After Recordation Return to:
PINNACLE BANK
2013 CANYON ROAD
BIRMINGHAM, AL 35216

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

Inst # 1997-01441

01/15/1997-01441
09:07 AM CERTIFIED
DELM COUNTY JUDGE W. MURRAY
JAN 15 1997

BORROWER		MORTGAGOR	
DANIEL BOWERS MELANIE BOWERS		DANIEL BOWERS MELANIE BOWERS HUSBAND AND WIFE	
ADDRESS 1402 DUNNAVANT VALLEY ROAD BIRMINGHAM, AL 35242		ADDRESS 1402 DUNNAVANT VALLEY ROAD BIRMINGHAM, AL 35242	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: DUNNAVANT VALLEY ROAD
BIRMINGHAM, AL 35242

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 9th day of JANUARY, 1997 is executed by and between the parties identified above and PINNACLE BANK, 2013 CANYON ROAD, VESTAVIA, AL 35216 ("Lender")

A. On May 17, 1996, 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 Two Hundred Fifty Thousand and no/100 Dollars (\$ 250,000.00).

which Note is secured by a mortgage ("Mortgage") dated May 17, 1996, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule B (Property), and recorded on June 18, 1996 at INST # 1996-19759 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 _____, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly. The parties acknowledge and agree that, as of _____, the unpaid principal balance due under the Note was \$ _____, and the accrued and unpaid interest on that date was \$ _____. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

☒ The Note and Mortgage are further modified as follows:

NOTE AND MORTGAGE IS BEING MODIFIED TO INCREASE PRINCIPAL BALANCE FROM \$250,000.00 TO \$280,000.00. AN INCREASE OF \$30,000.00.

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.

SCHEDULE A

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

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 34 AND GO SOUTH ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION 414.85 FEET; THENCE 87 DEGREES 00 MINUTES TO THE LEFT 315 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST NAMED COURSE 297.96 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF DUNNAVANT ROAD; THENCE 77 DEGREES 19 MINUTES 46 SECONDS TO THE LEFT ALONG SAID RIGHT OF WAY 424.62 FEET; THENCE 102 DEGREES 40 MINUTES 14 SECONDS TO THE LEFT 412.81 FEET; THENCE 93 DEGREES 00 MINUTES TO THE LEFT 414.85 FEET TO THE POINT OF BEGINNING.

ALSO, A 20.00 FOOT EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 34 AND RUN SOUTH ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION 206.15 FEET; THENCE 87 DEGREES 00 MINUTES TO THE LEFT 197.17 FEET TO THE POINT OF BEGINNING OF THE CENTER LINE OF THE SAID EASEMENT BEING 10.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED; THENCE 60 DEGREES 04 MINUTES TO THE LEFT ALONG SAID CENTERLINE 226.03 FEET; THENCE 60 DEGREES 04 MINUTES TO THE RIGHT ALONG SAID LINE 405.48 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF DUNNAVANT ROAD AND END OF SAID EASEMENT.

THE ABOVE DESCRIBED PROPERTY IS ALSO KNOWN AS LOT 1, ACCORDING TO THE SURVEY OF DANNY BOWERS ESTATE, AS RECORDED IN MAP BOOK 21, PAGE 43, IN THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

RECORDED

MORTGAGOR: DANIEL BOWERS

[Signature]

DANIEL BOWERS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

[Signature]

BORROWER: DANIEL BOWERS

DANIEL BOWERS

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: MELANIE BOWERS

Melanie O. Bowers

MELANIE BOWERS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

Melanie O. Bowers

BORROWER: MELANIE BOWERS

MELANIE BOWERS

BORROWER:

BORROWER:

BORROWER:

LENDER: PINNACLE BANK

By: C. SCHOETTLIN
VICE PRESIDENT

State of Alabama)

County of Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

Daniel Bowers & wife Melanie Bowers

whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of January, 19 97
(Notarial Seal)

[Signature]
Notary Public

State of Alabama)

County of _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

whose name(s) as _____ of _____ is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they/he/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said _____

Given under my hand and official seal this _____ day of _____, 19 _____
(Notarial Seal)

Inst # 1997-01441

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

01/15/1997-01441
09:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 YCB 58.50