

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

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

Inst # 1997-42157

12/30/1997-42157  
12/30/1997 AM CERTIFIED  
11:15 AM  
SHELBY COUNTY CLERK  
21.00

BORROWER		MORTGAGOR	
SHARON MCGEE		SHARON MCGEE AN UNMARRIED WOMAN	
ADDRESS 1852 CATALA ROAD BIRMINGHAM, AL 35216		ADDRESS 1852 CATALA ROAD BIRMINGHAM, AL 35216	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: LOT 9 THE GLEN AT GREYSTONE BIRMINGHAM, AL 35242			
THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 17th day of December, 1997 is executed by and between the parties identified above and PINNACLE BANK, 2013 CANYON ROAD, VESTAVIA, AL 35216 ("Lender")			
A. On June 04, 1997, 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 One Hundred Ninety Thousand and no/100 Dollars, \$190,000.00			
which Note is secured by a mortgage ("Mortgage") dated June 04, 1997, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on June 09, 1997 at INST # 1997-18088 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.			
<input checked="" type="checkbox"/> The maturity date of the Note is extended to June 01, 1998, 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 December 17, 1997, the unpaid principal balance due under the Note was \$ 195,000.00 and the accrued and unpaid interest on that date was \$ 0.00. The new repayment terms are as follows:			
5 interest only payments beginning January 01, 1998 and continuing at monthly time intervals thereafter. A final payment of the unpaid principal balance plus accrued interest is due and payable on June 01, 1998.			
2. ADDITIONAL MODIFICATIONS.			
<input checked="" type="checkbox"/> The Note and Mortgage are further modified as follows: INCREASE ORIGINAL AMOUNT OF LOAN FROM 190,000.00 TO 195,000.00.			
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

LOT 9, ACCORDING TO THE SURVEY OF THE GLEN AT GREYSTONE, SECTOR 2, AS RECORDED IN  
MAP BOOK 16, PAGE 49, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

MINERALS AND MINING RIGHTS EXCEPTED.

**SCHEDULE B**

MORTGAGOR: SHARON MCGEE

MORTGAGOR:

*Sharon M'Gee*

SHARON MCGEE

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: SHARON MCGEE

BORROWER:

*Sharon M'Gee*

SHARON MCGEE

BORROWER:

BORROWER:

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BORROWER:

BORROWER:

Inst # 1997-42157

12/30/1997-42157  
11:15 AM CERTIFIED  
CLERK JAMES W. WATKINS  
NOTARY PUBLIC

LENDER: PINNACLE BANK

By: *[Signature]*  
C. SCOTT STEIN  
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 *Sharon McGee*

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 *12<sup>th</sup>* day of *December*, 19*97*

(Notarial Seal)

MY COMMISSION EXPIRES FEBRUARY *3, 2001*

*Camela C. Bold*  
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)

Notary Public

THIS DOCUMENT WAS PREPARED BY: PINNACLE BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.