

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

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

| BORROWER   | MORTGAGOR  |
|--|--|
| WILLIAM B MCGRADY<br>DEBRA A MCGRADY   | WILLIAM B MCGRADY, AND WIFE<br>DEBRA A MCGRADY   |
| ADDRESS<br>181 CHELSEA SPRINGS DRIVE<br>COLUMBIANA, AL 35051<br>TELEPHONE NO. IDENTIFICATION NO.   | ADDRESS<br>181 CHELSEA SPRINGS DRIVE<br>COLUMBIANA, AL 35051<br>TELEPHONE NO. IDENTIFICATION NO. |
| ADDRESS OF REAL PROPERTY: 181 CHELSEA SPRING ROAD<br>COLUMBIANA, AL 35051  |  |
| THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the <u>29th</u> day of <u>MARCH</u> , 1999<br>is executed by and between the parties identified above and <u>PINNACLE BANK, 2013 CANYON ROAD, VESTAVIA, AL</u><br><u>35216</u> ("Lender")   |  |
| A. On <u>June 15, 1998</u> , Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or<br>agreement ("Note") payable to Lender in the original principal amount of <u>Eighty Thousand and no/100</u><br><u>DOLLARS</u>  |  |
| which Note is secured by a mortgage ("Mortgage") dated <u>June 15, 1998</u> , executed by Mortgagor for the benefit of<br>Lender and encumbering the real property described on Schedule A ("Property"), and recorded on <u>June 24, 1998</u><br>at <u>INSTRUMENT NUMBER 1998-23448</u> in the records of the <u>JUDGE OF PROBATE</u><br>of <u>SHELBY</u> County, <u>Alabama</u> . The Note and Mortgage and any other related<br>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 <u>July 01, 1999</u> , at which time all outstanding sums<br>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<br><u>March 29, 1999</u> , the unpaid principal balance due under the Note was \$ <u>100,000.00</u> , and the accrued<br>and unpaid interest on that date was \$ <u>331.46</u> . The new repayment terms are as follows: |  |
| 3 interest only payments beginning April 01, 1999 and continuing at monthly time intervals<br>thereafter. A final payment of the unpaid principal balance plus accrued interest is due and<br>payable on July 01, 1999.  |  |

### 2. ADDITIONAL MODIFICATIONS.

☒ The Note and Mortgage are further modified as follows:  
**INCREASE ORIGINAL AMOUNT OF LOAN FROM 80,000.00 TO 100,000.00, A DIFFERENCE OF  
20,000.00.**

### 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.

Inst # 1999-16420

04/19/1999-16420  
10:25 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 DM 46.00

**SCHEDULE A**

The following described real property located in the County of SHALEY, State of Alabama  
**SEE ATTACHED "EXHIBIT A".**

**SCHEDULE B**

MORTGAGOR: WILLIAM B MCGRADY

William B. McGrady  
WILLIAM B MCGRADY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: WILLIAM B MCGRADY

William B. McGrady  
WILLIAM B MCGRADY

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: DEBRA A MCGRADY

Debra A. McGrady  
DEBRA A MCGRADY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: DEBRA A MCGRADY

Debra A. McGrady  
DEBRA A MCGRADY

BORROWER:

BORROWER:

BORROWER:

LENDER: PINNACLE BANK

[Signature]  
BY [Signature]  
DAN WESTER  
LOAN OFFICER

State of Alabama )  
County of Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William B. +  
Wife Debra A. McGrady  
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day  
that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears  
date.

Given under my hand and official seal this 29<sup>th</sup> day of March 1999  
(Notarial Seal)

[Signature]  
Notary Public

State of Alabama )  
County of \_\_\_\_\_ )

MY COMMISSION EXPIRES FEBRUARY 3, 2001

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 instrument, and who is/are known  
to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 \_\_\_\_\_  
(Notarial Seal)

Notary Public

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

**"EXHIBIT A"**

A parcel of land in the SE 1/4 of the SW 1/4 of Section 23, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: From the accepted SW corner of the SE 1/4 of SW 1/4 of Section 23, Township 20 South, Range 1 West, being the point of beginning of herein described parcel of land, run thence North along the accepted West boundary of said SE 1/4 of SW 1/4 a distance of 1323.15 feet to the accepted NW corner thereof; thence turn 87 degrees, 26 minutes, 23 seconds right and run 683.0 feet along the accepted North boundary of said SE 1/4 of SW 1/4; thence turn 92 degrees, 46 minutes, 41 seconds right and run 948.24 feet; thence turn 20 degrees, 50 minutes, 51 seconds right and run 415.82 feet to a point on the accepted South boundary of said SE 1/4 of SW 1/4; thence turn 67 degrees, 03 minutes, 10 seconds right and run 529.55 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

Along with Easement described as follows:

From the accepted SW corner of Section 23, Township 20 South, Range 1 West, run thence East along the accepted South boundary of the SW 1/4 of SW 1/4 of said Section 23, a distance of 689.72 feet to a point on the East boundary of Shelby County Highway No. 47; thence turn 101 degrees, 53 minutes, 38 seconds right and run 30.66 feet along said Highway boundary to the point of beginning of the centerline of a 60.0 feet easement for ingress and egress and utilities; thence turn 101 degrees, 53 minutes, 38 seconds left and run 632.39 feet along said easement center line; thence turn 17 degrees, 40 minutes, 19 seconds left and run 210.74 feet along said easement centerline; thence turn 16 degrees, 32 minutes, 13 seconds right and run 341.21 feet along said easement centerline; thence turn 67 degrees, 03 minutes, 10 seconds left and run 383.24 feet along said easement centerline; thence turn 20 degrees, 50 minutes, 51 seconds left and run 332.54 feet along said easement centerline to a point of termination of said easement.

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004 CRH 46.00