

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

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

BORROWER		MORTGAGOR	
AMY STIDHAM MIKE STIDHAM		AMY STIDHAM, AND HUSBAND MIKE STIDHAM	
ADDRESS 7001 INDIAN RIDGE DRIVE PELHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.		ADDRESS 7001 INDIAN RIDGE DRIVE PELHAM, AL 35124 TELEPHONE NO. IDENTIFICATION NO.	
ADDRESS OF REAL PROPERTY: LOT 619 FOREST PARKS BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 14th day of JANUARY, 2000  
is executed by and between the parties identified above and PINNACLE BANK, 2013 CANYON ROAD, VESTAVIA, AL  
35216 ("Lender")

A. On March 22, 1999, 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 Eight Thousand and no/100  
\$208,000.00

which Note is secured by a mortgage ("Mortgage") dated March 22, 1999, executed by Mortgagor for the benefit of  
Lender and encumbering the real property described on Schedule A ("Property"), and recorded on March 29, 1999  
at INSTRUMENT #1999-12896 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 October 01, 2000, 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  
January 14, 2000, the unpaid principal balance due under the Note was \$ 246,000.00, and the accrued  
and unpaid interest on that date was \$ 1,132.44. The new repayment terms are as follows:

8 interest only payments beginning February 01, 2000 and continuing at monthly time intervals  
thereafter. A final payment of the unpaid principal balance plus accrued interest is due and  
payable on October 01, 2000.

### 2. ADDITIONAL MODIFICATIONS.

☒ The Note and Mortgage are further modified as follows:  
EXTEND MATURITY DATE TO OCTOBER 1, 2000, AND INCREASE ORIGINAL AMOUNT OF LOAN FROM  
208,000.00 TO 246,000.00, A DIFFERENCE OF 38,000.00.

### 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 # 2000-02414

01/24/2000-02414  
11:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CJ1 382.50

**SCHEDULE A**

The following described real property located in the County of SHELBY State of Alabama  
**LOT 619, ACCORDING TO THE SURVEY OF FOREST PARKS, 6TH SECTOR, 2ND PHASE, AS  
RECORDED IN MAP BOOK 24, PAGE 110, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**SCHEDULE B**

MORTGAGOR: AMY STIDHAM  
*Amy Stidham*  
AMY STIDHAM

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: AMY STIDHAM  
*Amy Stidham*  
AMY STIDHAM

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: MIKE STIDHAM  
*Mike Stidham*  
MIKE STIDHAM

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: MIKE STIDHAM  
*Mike Stidham*  
MIKE STIDHAM

BORROWER:

BORROWER:

BORROWER:

LENDER: PINNACLE BANK  
BY: *[Signature]*  
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  
*Amy Stidham and husband Mike Stidham*  
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 *14<sup>th</sup>* day of *September*, *2000*  
(Notarial Seal) *[Signature]*

Notary Public  
MY COMMISSION EXPIRES FEBRUARY 3, 2001

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 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

Inst # 2000-02414

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

01/24/2000-02414  
11:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CJI 382.50