

After Recordation Return to:
PINNACLE BANK
2064 GADSDEN HIGHWAY
BIRMINGHAM, AL 35235

MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/MORTGAGE

BORROWER		MORTGAGOR	
MARK S MATHIAS MARY J MATHIAS		MARK S MATHIAS, AND WIFE MARY J MATHIAS	
ADDRESS 5071 APPECROSS ROAD BIRMINGHAM, AL 35242		ADDRESS 5071 APPECROSS ROAD BIRMINGHAM, AL 35242	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 5071 APPECROSS ROAD BIRMINGHAM, AL 35242			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 11th day of December, 1999, is executed by and between the parties identified above and PINNACLE BANK, 2064 GADSDEN HIGHWAY, TRUSSVILLE, AL 35173 ("Lender").

A. On September 14, 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 Twenty Eight Thousand and no/100 Dollars, \$28,000.00

which Note is secured by a mortgage ("Mortgage") dated September 14, 1999, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on at in the records of the 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 September 10, 2014, 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 11, 1999, the unpaid principal balance due under the Note was \$ 25,644.06, and the accrued and unpaid interest on that date was \$ 0.00. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.
☒ The Note and Mortgage are further modified as follows:

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 # 2000-24769
07/24/2000-24769
11:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 14.50

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama :
**LOT 2, IN BLOCK 3, ACCORDING TO THE SURVEY OF APPLECROSS, AS RECORDED IN MAP BOOK
6, PAGE 42, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

SCHEDULE B

MORTGAGOR: MARK S MATHIAS

MARK S MATHIAS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: MARK S MATHIAS

MARK S MATHIAS

BORROWER:

BORROWER:

BORROWER:

MORTGAGOR: MARY J MATHIAS

MARY J MATHIAS

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

BORROWER: MARY J MATHIAS

MARY J MATHIAS

BORROWER:

BORROWER:

BORROWER:

LENDER: PINNACLE BANK

By: Brenda G. Rogers
BRENDA G. ROGERS
BRANCH MANAGER

State of Alabama)

County of St. Clair)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mark S. Mathias
and wife Mary J. Mathias
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 11 day of December, 19 99.

(Notarial Seal)

Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec. 16, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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

Inst # 2000-24769

THIS DOCUMENT WAS PREPARED BY: PINNACLE BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.

07/24/2000-24769
11:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 14.50