

928

4.00

# MORTGAGE EXTENSION AGREEMENT

THE STATE OF ALABAMA,  
Shelby County.

This instrument was prepared by  
Central State Bank  
Edward Lucas

KNOW ALL MEN BY THESE PRESENTS: That, whereas Central State Bank, Calera, Alabama, hereinafter referred to as Mortgagee, is now the owner of that certain mortgage heretofore executed by \_\_\_\_\_

\_\_\_\_\_ Frank Ellis, Jr. and wife, Dianne Ellis  
to \_\_\_\_\_ Central State Bank, P. O. Box 180, Calera, Al 35040  
which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 357 at Page 773 of  
Deeds and Mortgages, and is also the owner of the indebtedness secured by said mortgage, the amount of the principal indebtedness  
thereby secured being now \$ 38,225.08 and,

WHEREAS the undersigned Frank Ellis, Jr. and wife, Dianne Ellis  
now the owner s are, subject to said debt and mortgage, of the property described in and conveyed by said mortgage, and  
have requested the Mortgagee to grant an extension of time of payment of said mortgage indebtedness so as  
to make the same payable as hereinafter set forth, and the Mortgagee has agreed to grant extension upon the terms and conditions  
hereinafter stated:

NOW, THEREFORE, in consideration of the premises and to evidence the agreement of the parties, the undersigned agree  
to pay to the Mortgagee or to the successors or assigns of the Mortgagee, the said indebtedness in installments as follows:

This loan is payable in one payment of \$38,225.08 that is due  
on Jan. 20, 1983.

This is an extension of time only. Mortgage tax paid as above.

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The Mortgagee has granted the extension of the time of payment of said mortgage indebtedness upon the following conditions: (1) the property described in said mortgage is owned by the undersigned subject to the debt and mortgage hereinabove described; (2) no lien or encumbrance has been placed upon or attached to said property prior to the lien of the mortgage indebtedness hereinabove described; (3) this extension agreement shall have the effect of confirming unto the Mortgagee herein named (whether such Mortgagee be designated in the mortgage hereinabove described or has succeeded to the rights of the Mortgagee by the transfer and assignment of the Mortgage indebtedness) every right, privilege and benefit conferred upon the Mortgagee in said Mortgage; (4) said mortgage shall be and continue a first lien on the property described herein; (5) said mortgage and all its covenants, terms and conditions shall remain in full force and effect except as herein modified; (6) this instrument shall be of no effect until approved by said Mortgagee; (7) the acceleration provisions in said mortgage remain unmodified by this agreement; (8) If the original maker of the above debt or any other person, in any way or at any time, obligated to pay said original debt signs this agreement, such signature shall be conclusive evidence that such person remains obligated to pay this debt as extended.

IN WITNESS WHEREOF we have hereunto set our hand s and seal this  
27 day of JULY 1982

Frank Ellis, Jr. L.S.  
Dianne B. Ellis L.S.  
\_\_\_\_\_  
\_\_\_\_\_ L.S.

We hereby approve the above extension and agree to same.

CENTRAL STATE BANK, CALERA, ALABAMA  
By Sue S. Hope Sue S. Hope  
Assistant Cashier

Note: ( Original maker and endorsers, if any, should endorse the new notes.)

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that Frank Ellis, Jr. and wife, Dianne Ellis whose name s are are signed to the foregoing agreement, and who are known to me acknowledged before me on this day that, being informed of the contents of the agreement, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 27th day of July 31, 1982

*Eleanor D. L...*  
Notary Public

Notary Public, State of Alabama at Large  
My Comm. Expires February 15, 1985  
Bonded by Western Surety Company

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STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County and State hereby certify that Sue S. Hope whose name as Assistant Cashier of Central State Bank, Calera, Alabama, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal, this 27th day of July 31, 1982

*Eleanor D. L...*  
Notary Public

Notary Public, State of Alabama at Large  
My Comm. Expires February 15, 1985  
Bonded by Western Surety Company

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1982 JUL 30 AM 9:20

*Thomas A. Swindler, Jr.*  
JUDGE OF PROBATE

Rec. 3.00  
Jud. 1.00  
4.00