Agreement

State: of Alabama

KNOW ALL MEN BY THESE PRESENTS: That on to-wit: the 29th day of May, 1929, Dr. J.W.Arthur, deceased, executed a certain purchase money mortgage in the sum of Eighteen Hundred Sixty-Six & 66/100 (\$1866.66) Dollars, to the Globe Securities Company on the following described real estate:

The $NW_4^{\frac{1}{4}}$ of the $NE_4^{\frac{1}{4}}$, the $SW_4^{\frac{1}{4}}$ of the $NE_4^{\frac{1}{4}}$ of the $SE_4^{\frac{1}{4}}$ and the $S_2^{\frac{1}{2}}$ of the $SW_4^{\frac{1}{4}}$ of the $NW_4^{\frac{1}{4}}$, the $NW_4^{\frac{1}{4}}$, the $NW_4^{\frac{1}{4}}$, the $NW_4^{\frac{1}{4}}$ of the $SW_4^{\frac{1}{4}}$ and $SW_4^{\frac{1}{4}}$ of the $SW_4^{\frac{1}{4}}$ of Sec. 13, T. 19, R.1. East, containing 569.39 acres more or less, excepting and reserving therefrom all coal, iron, oil, gas and other minerals in, on, or under said lands with the usual mining rights and privileges, situated in Shelby County, Alabama;

Which said mortgage is recorded in the office of the Judge of Probate of Shelby County, Alabama, in Volume 160, Page 417, Record of Hortgages, and which mortgage is now due and payable.

And Whereas, the said mortgage was for value received assigned by the Globe Securities Company to Charles E. Thomas, deceased, whose estate now owns: the same;

And Whereas, subsequent to the execution of the said mortgage, an undivided one half interest in the said premises was sold by Dr. J.W.Arthur to Solon McGraw, who, with Mrs. J.W.Arthur, widow of the deceased, are the present owners of the same and who are desirous of securing an extension of one year and six months in the payment of One Thousand & no/100 (\$1000.00) Dollars representing the balance due on the aforesaid mortgage indebtedness.

AND WHEREAS, the said Mrs J.W.Arthur and Solon McGraw are further desirous of conveying the said property to L.H.Bentley, who is willing to jointly assume, with them the payment of the balance of \$1,000.00.

NOW, THEREFORE, in consideration of the premises and of the agreement of the said Mrs J.W.Arthur, Solon McGraw, and L.H.Bentley, to pay the said balance of One Thousand 'No/100--Dollars (\$1,000.00)Dollars, on the 9th day of August 1933, together with interest thereon, at the rate of six per cent per annum, and the further assumption of the covenants and obligations of the said mortgage, Mrs Minnie E. Thomas, as Executrix of the last will and testament of Charles E. Thomas, deceased, does hereby agree to extend the time of payment of the aforesaid balance to the 9 day of August 1933. It is understood, however, that in granting the said extension, the said Mrs Minnie E. Thomas, as said Executrix, does any of her rights against the original mortgage, his heirs, not thereby waive executors, or administrators, or his assigns, or grantees, but that the lien of the said mortgage together with all of the rights of the mortgagee thereunder, are hereby retained.

In further consideration of the premises, it is agreed between the undersigned parties that if the said Mrs. J.W. Arthur, Solon McGraw, or L.H. Bentley, their heirs or assigns, shall cut any timber on the premises, referred to and described in the aforesaid mortgage, that within thirty days thereafter, they, or either of them, will pay to the said Mrs Minnie E. Thomas, as said Executrix of the last will and testament of Charles E. Thomas, deceased, the sum of One (\$1.00) Dollar per thousand, and the said payment to be made to her at the office of Wimberly & Thomas Hardware Company, Birmingham, Alabama, and that the amount so paid shall be applied upon the mortgage indebtedness then due;

It is further mutually agreed that in the event of the failure of the said parties to pay for the timber cut from the aforesaid premises in the manner herein provided, that the said Mrs Minnie E. Thomas, as said Executive, may immediately declare the said mortgage in default, and proceed to exercise all of the rights vested in her as mortgage under the said mortgage.

This the 9th day of February, 1932.

Mrs Minnie E. Thomas

Executrix of the last will and testament of Chas. E. Thomas, deceased.

Mrs Minnie M. Arthur

S. E. McGraw

L.H.Bentley

Mrs W.M.Harris
B.C.Harris
Billie Mae Arthur
Signa W. McGraw

The State of Alabama, Shelby County)

I, Cage Head, Judge of Probate hereby certify that the within agreement was filed for record in this office Mayi2nd 1932, and recorded in Deed Record 93 and page 349 and examined, May 5th 1932.

Cage Head, Judge of Probate.