EXTENSION AGREEMENT

STATE OF ALABAMA
SHELBY COUNTY

This agreement made this day by and between Richard E. Smylie, party of the first part, and R. H. Harding and wife, Martha Lucille Harding, parties of the second part.

WITNESSETH

WHEREAS, the party of the first part holds and owns the mortgage executed by James J. Freeman to the party of the first part bearing date of the 26th day of October, 1938, and recorded in Volume 179, at page 46, Records of Mortgages in the office of the Judge of Probate of Shelby County, Alabama, said mortgage is being now on and against all of the property, real and personal, set out and described therein, and there being now unpaid one hundred six (106) of said promissory notes, including the six (6) promissory notes owned by Wm. J. Thornton hereinafter set out, together with interest accrued thereon from date, and also unpaid one other note secured thereby, except a credit of \$10.00 thereon; and

WHEREAS, Wm. J. Thornton, is now the owner of six (6) of said unpaid promissory notes, together with accrued interest thereon from date, one of which became due on the 1st day of January, 1940, and one of which will become due, by the terms of said mortgage and notes, on the 1st day of each successive month next thereafter to and including the 1st day of June, 1940; and

WHEREAS, the Federal Land Bank of New Orleans (by whatever name it is now known) has and owns a first mortgage on and against the real estate set out and described in said mortgage; and

WHEREAS, the parties of the second part, R. H. Harding and wife, Martha Lucille Harding, have purchased said property set out and described in said mortgage, and assumed the two foregoing mortgages; and

WHEREAS, the parties of the second part are desirous of changing the payments now owing under the terms of said mortgage as hereinafter set forth.

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

- 1. That the foregoing notes which are now owned by Wm. J. Thornton shall be paid as follows: The note which became due January 1st, 1940, shall be paid on or before February 1st, 1940, and one of the remainder of said notes owing to Wm. J. Thornton shall be paid on or before the 1st day of each successive month next thereafter to and including the 1st day of July, 1940.
- 2. That the parties of the second part shall arrange with the Federal Land Bank of New Orleans, or by whatever name the same may be known, the payments to be made on the mortgage to said bank so that said mortgage of said bank shall not at any time become subject to foreclosure.
- 3. The parties of the second part shall keep all taxes paid so that the same shall not at any time be, or become delinquent, and further to keep the insurance premiums paid at all times on policies issued against loss by fire and tornado, as set out in said mortgage to the party of the first part, and in the mortgage to said Federal Land Bank of New Orleans.
- 4. The balance of said indebtedness excluding that evidenced by the six (6) notes owned by Wm. L. Thornton and including the interest accrued up to August 1, 1940, amounts to \$2200.95 and that said sum of \$2200.95, shall be paid as follows: \$25.00 principal will fall due on the 1st day of August, 1940, and \$25.00 including principal and interest, will fall due on the 1st day of each successive month next thereafter until all of said indebtedness, including principal and interest, shall have been paid in full, all of which is evidenced by a separate promissory note of even date herewith, interest at all times to be calculated at the rate of six per cent, per annum. As many of said payments may be made by the parties of the second part at any time they may desire by first paying all of the interest accrued up to the date of payment and all of the balance in addition to said interest so paid shall be applied to the principal.
- 5. It is distinctly understood between the party of the first part and the parties of the second part that all of the terms and stipulations set out and described in the foregoing mortgage recorded in Volume 179, at page 46, Records of Mortgages in the office of the Judge of Probate of Shelby County, Alabama, shall be and remain in full force, except as herein specifically set out, and upon the failure to comply with any

of the terms of said mortgage by the parties of the second part, or the failure to comply with any of the terms of this agreement, then in that event, at the option of the party of the first part all of said indebtedness provided for herein and in said mortgage shall at once become due and payable and said mortgage be subject to foreclosure.

- 6. It is further understood and expect that one of the terms and conditions of this agreement is that the improvements or buildings on said land shall at all times be kept in good repair and not be permitted to deteriorate for lack of paint or other repairs.
- 7. The intention of the pa ties hereto in addition to all of the conditions about expressed is, that the parties of the second part shall pay \$25.00 per month consecutively each month beginning on the lst day of August, 1940, until the entire principal together with all interest to accrue after August 1st, 1940 shall have been paid in full.

IN WITNESS WHEREOF, We have hereunto set our hands and seals in duplicate, this the 1st day of February, 1940.

Richard E. Smylie

Party of the First Part

Richard H. Harding

Party of the Second part

Martha Harding

L.S.

Party of the Second Part

L.S.

WITNESSES:

(SEAL)

Mary E. Stark

As to Party of the First Part.

Mm. J. Thornton

As to the parties of the Second Part.

Filed in the office of the Probate Judge the 25 th day of April, 1942 at 11 o'clock A. M. and recorded in the Deed Record 113 on page 396 this the 20th day of June, 1942.

L. C. Walker,

Judge of Probate

NO TAX DUE ON THIS INSTRUMENT