AGREEMENT

3529

See Mortgage 202 page 215 and 209 page 28.

STATE OF ALABAMA

SHELBY COUNTY

THIS MORTGAGE AND AGREEMENT MADE AND ENTERED INTO on this 2nd day of March, 1950, by and between C.R. Small and wife, Ruby R. Small, parties of the first part, and John M. Bayliss, Sr, John M. Bayliss, Jr., and Charles M. Bayliss, partners doing business as Bayliss Machine and Welding Company, parties of the second part.

W I T N E S S E T H

WHEREAS, the parties of the second part are now the holders and owners of that certain mortgage executed by the parties of the first part to Mrs. C.E. Houlditch, and recorded in the Probate Office of Shelby County, Alabama in Volume 202, page 215, together with the notes and indebtedness secured by said mortgage, and are also the holders of a certain mortgage executed by the parties of the first part to Merchants and Planters Bank of Montevallo, Alabama, recorded in said Probate Office in Volume 209, page 28, together with the notes and indebtedness thereby secured, and the parties of the first part are also further indebted to the parties of the second part, the total amount of said indebtedness now owing by the parties of the first part to the parties of the second part being Seventy Two Hundred Eighty six and 45/100 ($7286.45) Dollars, and a portion of said indebtedness being now past due; and

WHEREAS, the parties of the first part are desirous of having the time for the payment of said indebtedness extended and re-arranged, as hereinafter set forth, and in consideration thereof are desirous of further securing the payment of said indebtedness to the party of the second part.

NOW THEREFORE, It is hereby mutually agreed by and between the parties hereto as follows:

1. The time for the payment of said total indebtedness owing by the parties of the first part to the parties of the second part is hereby extended and re-arranged so that the same shall be payable as follows:

The sum of Five Hundred and 00/100 ($500.00) Dollars, together with interest thereon from the date hereof shall be payable on or before the 1st day of each of the months of June, July, August and September, 1950, and on or before the 1st days of the same months in each year thereafter untill all of said indebtedness together with interest thereon from the date hereof, shall have been paid in full. As evidence of said payments to be paid, the parties of the first part have contemporaneously herewith executed their promissory notes payable as above set forth to the parties of the second part.

2. In consideration of said extension, the parties of the first part do hereby grant, bargain, sell and convey unto the parties of the second part all of the property described in and conveyed by said two mortgages above described, and also the following described additional property, to-wit:

1 Brine Steel Freezing Tank 24 x 35

1 Connorsville Rotary Air Blower # 21961-A

1 5 HP GE Motor with 3-belt drive, 220 volt, 1730 RPM, # MW-17153

2 Overhead ice Hoists

1 P & H Arc Welder, Type WA 300, # 246277

272 300-lb. Capacity Ice Cans, size 11½" by 22½" by 44"

1 Brine Agitator

4 Ammonia Condensers.

TO HAVE AND TO HOLD, Unto the said parties of the second part, their successors and assigns forever, upon conditions however that should the parties of the first part well and truely pay said indebtedness above described and interest thereon, and any other sums which may become due under the terms hereof, or under the terms of said mortgages, then this conveyance shall be null and void, otherwise the same shall continue in full force and effect.

3. It is understood and agreed the said two mortgages above set forth shall remain in full force and

effect, and that the said indebtedness above described shall be secured thereby, and that all of the provisions therein with regard to default and foreclosure shall be applicable to the payment of the indebtedness hereby secured as herein set forth.

IN WITNESS WHEREOF, THe parties hereto have hereunto set their signatures to this agreement and mortgage in duplicate.

C.R. Small

Ruby R. Small
Parties of the first part.

John M. Bayliss, Sr.

John M. Bayliss, Jr.

Charles M. Bayliss
Parties of the second part.

STATE OF ALABAMA

SHELBY COUNTY

I, Frances M. Wood, a Notary Public in and for said County, in said State, hereby certify that C.R. Small and wife, Ruby R. Small, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2nd day of March, 1950.

Frances M. Woods

NOTARIAL SEAL

Notary Public

STATE OF ALABAMA

SHELBY COUNTY

I, Frances M. Woods, a Notary Public in and for said County, in said State, hereby certify that on the 2nd day of March, 1950, came before me the within named Ruby R. Small, known to me to be the wife of the within named C.R. Small, who being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of her husband.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 2nd day of March, 1950.

Frances M. Woods,

NOTARIAL SEAL

Notary Public

Filed in the office ofthe Probate Judge the 1st day of April, 1950 at 10 o'clock A.M. and recorded in the Deed Record 141 on page 525 on this the 7th day of April, 1950.

L.C. Walker,

Judge of Probate