

4738

MORTGAGE EXTENSION AGREEMENT

BOOK 162 PAGE 207

THE STATE OF ALABAMA,
Shelby County.

First National Bank

KNOW ALL MEN BY THESE PRESENTS: That, whereas, ~~COLUMBIANA SAVINGS BANK~~, hereinafter referred to as Mortgagee, is now the owner of that certain mortgage heretofore executed by L. G. Fulton and wife, Nell J. Fulton to First National Bank of Columbiana which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 224 at Page 369 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 \$ 1593.00; and,

WHEREAS, the undersigned L. G. Fulton and wife, Nell J. Fulton now the owner S, 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 such 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 S to pay to the Mortgagee, or to the successors or assigns of the Mortgagee, the said indebtedness in installments as follows:

8/9/54 \$1593.00

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 therein; (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 S this 9 day of September 194 53

N. J. F. Fulton L. S.
L. G. F. Fulton L. S.
____ L. S.
____ L. S.

We hereby approve the above extension and agree to same First National Bank of Columbiana
~~COLUMBIANA SAVINGS BANK~~

By B. J. Walker
Note: (Original maker and endorsers, if any, should endorse the new notes.) Asst. Cashier

THE DEBT SECURED HEREBY HAVING BEEN PAID, THIS MORTGAGE IS SATISFIED AND DISCHARGED IN FULL THIS 13 DAY OF March 194 56
Attest B. J. Walker By B. J. Walker
Recorder of Probate Asst. Cashier

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that L. G. Fulton
and Wife whose name S are signed to the foregoing agree-
ment, 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 9 day of September 1953.

Mrs. B. E. Cunningham
Notary Public

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County and State hereby certify that _____
B. J. Nolen whose name as Assistant Cashier
of First National Bank of COLUMBIANA SAVINGS BANK, 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 9 day of September 1953.

Mrs. B. E. Cunningham
Notary Public

STATE OF ALABAMA }
SHELBY COUNTY }

I, L. C. Walker, Judge of Probate hereby
certify that the within Agreement was
filed in this office for record the 10 day
of Sept. 1953 at 4 o'clock P. M.
and recorded in Deed Record 162
page 207 and examined 9-14-53
and the Mortgage Tax of \$ _____
Deed Tax of \$ _____ has been paid.

L. C. Walker
Judge of Probate

Fee \$ 1.20

Filed in the office of the Probate Judge on the 10 day of Sept 1953 at 4 o'clock P. M.
and recorded in Deed Book 162 Page 207 this 16 day of Sept 1953.
Deed Tax _____ Mortgage Tax _____ has been paid.
L. C. Walker, Judge of Probate