

525

28

Note  
March 30 1935

1000 - Pd thru Probate Court  
or Condemnation proceeding

BOOK 103 PAGE 265

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that whereas, on the 15th day of September, 1937, the undersigned F. F. Mullins and wife, Ethel Mullins executed one principal note of Six Thousand (\$6,000.00) Dollars and four (4) interest notes which were for the sum of Two Hundred Forty (\$240.00) Dollars each, said notes being payable to Sam Lit and also on said date the said F. F. Mullins and Ethel Mullins did execute that certain mortgage recorded in the Office Of the Judge of Probate of Shelby County, Alabama in Volumes 176, Record of Deeds at Page 277 which mortgage was payable to the said Sam Lit and secured the payments of the aforesaid notes, and

WHEREAS, at the present time there remains unpaid on said notes a sum considerably ~~and~~ above Seven Thousand (\$7,000.00) Dollars, which sum is now due and unpaid, and

WHEREAS, the said mortgage and notes were transferred on October 13th, 1939 to Lillie Lit, according to instrument recorded in Volume 126, at Page 555 in said Probate Office and the said Lillie Lit is now the owner and holder of said indebtedness and said mortgage, securing the payment of said indebtedness which mortgage covers certain property in the town of Helena and other property ~~property~~ in said county of Shelby in the State of Alabama, and

WHEREAS, the said Fred F. Mullins and Ethel Mullins state that they are still the owners of said real estate and who now desire the time and payment of said unpaid balance secured by said mortgage be extended and payable in installments hereinafter set out, to which request in consideration of the promises, the said Lillie Lit has assented.

NOW, THEREFORE, in consideration of the sum of One Thousand (\$1,000.00) Dollars in hand paid to Lillie Lit, the receipt of which sum is hereby acknowledged, the said Lillie Lit agrees to extend the time of payment of the (\$6,000.00) Six Thousand Dollars,

Page 2

the same being the balance of said Seven Thousand (\$7,000.00) Dollars remaining unpaid and the said Fred F. Mullins and Ethel Mullins do hereby agree to pay to the said Lillie Lit the said sum of Six Thousand (\$6,000.00) Dollars with interest thereon at the rate of 6% per annum, ~~and from~~ from the first day of January 1947, and payable monthly on the first day of each month commencing with February, 1947. Said sum of Six Thousand (\$6,000.00) Dollars dated January 1, 1947, and being as follows; is evidenced by two (2) notes/one for One Thousand (\$1,000.00) Dollars and payable on or before July 10th, 1947 and another note for Five Thousand (\$5,000.00) Dollars payable on or before December 20, 1947. It is understood that interest shall only be charged on the unpaid principal and credit for all interest paid shall be marked on the back of each note.

IN CONSIDERATION of the acceptance of the said notes under the conditions of this agreement by the said Lillie Lit, the said Fred F. Mullins and wife, Ethel Mullins do hereby reaffirm and adopt all conditions and agreements contained in said notes and mortgages and does hereby agree that said mortgage in all of its terms shall secure the payment of said notes, and does further agree to faithfully observe and perform all conditions, stipulations and agreements, contained in notes and said mortgages until said indebtedness evidenced by said notes shall be fully paid and discharged; that if said conditions, stipulations or agreements or any of them are broken or violated or default be made in the payment of any of the said notes when the same shall severally mature or the interest thereon be not paid at the maturity of any interest period then the said Lillie Lit, her heirs or assigns may resort, for the collection of any and all amounts due on said notes and mortgage, including the principal sum and interest at once to any and all remedies provided in said notes and mortgages in the same manner and with like effect as if this agreement had not been made.

Witness our hands and seals on this 13<sup>th</sup> day of January, 1947.

WITNESSES:

Ruth Clem

S. K. Woolley

Fred F. Mullins  
Fred F. Mullins

Ethel Mullins  
Ethel Mullins

Filed in the office of the Probate Judge on the 10 day of Nov 1953 at 1 o'clock P. M.  
and recorded in Book 163 Page 265 this 12 day of Nov 1953.  
Deed Tax        Mortgage Tax        has been paid.

L.C. Walker, Judge of Probate