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Book 168

Page 99

## MORTGAGE EXTENSION AGREEMENT

THE STATE OF ALABAMA,  
Shelby County.

KNOW ALL MEN BY THESE PRESENTS: That, whereas, First National Bank of Columbiana  
~~COLUMBIANA SAVINGS BANK~~, hereinafter referred  
to as Mortgagee, is now the owner of that certain mortgage heretofore executed by  
O. C. Farris and wife, Clarice Farris  
to First National Bank of Columbiana  
which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 231 at Page 474 of  
Deeds and Mortgages, and is also the owner of the indebtedness secured by said mortgage, the amount of the principal in-  
debtedness thereby secured being now \$ 3,075.00; and,

WHEREAS, the undersigned O. C. Farris and wife, Clarice Farris  
now the owner S, subject to said debt and mortgage, of the property described in and conveyed by said mortgage, and  
they 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 under-  
signed agree to pay to the Mortgagee, or to the successors or assigns of the Mortgagee, the said indebtedness in  
installments as follows:

\$3,075.00 due March 7, 1955

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 suc-  
ceeded 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 Mort-  
gagee; (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  
7 day of September 1954

O. C. Farris L. S.  
Clarice Farris 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. Nolen

Note: (Original maker and endorsers, if any, should endorse the new notes.) Best Copy

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that O. C. Farris and wife, Clarice Farris whose name s are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 7 day of September 1954

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 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 7 day of September 1954

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 8 day of Sept. 1954 at 8 o'clock A.M. and recorded in Deed Record 168 page 99 and examined 9-7-54 and the Mortgage Tax of \$       and Deed Tax of \$       has been paid.

L. C. Walker  
Judge of Probate

1.75

Filed in the office of the Probate Judge on the 8 day of Sept 1954 at 8 o'clock A.M.  
and recorded in Deed Book 168 Page 99 this 7 day of Sept 1954  
Deed Tax        Mortgage Tax        has been paid.  
L. C. Walker, Judge of Probate