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BOOK 179 PAGE 172

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS, That Whereas McCullough Industries, Inc., a corporation, under date of June 5, 1952, executed a mortgage to Reconstruction Finance Corporation, which mortgage was recorded in the office of the Judge of Probate of Jefferson County, Alabama, in Mortgage Record 4897 at page 406, which said mortgage, or counterparts thereof, or after acquired property mortgages or chattel mortgages securing the same obligation, are also recorded as follows:

In the Office of the Judge of Probate of Elmore County, Alabama, in Mortgage Record 277, page 433.

In the office of Judge of Probate of Shelby County in Mortgage Record 223 at page 357.

In the office of Judge of Probate of Etowah County, Alabama in Mortgage Record 503 at page 201.

A chattel mortgage securing the same obligation was recorded in the office of the Clerk of the Circuit Court of Gadsden County, Florida, in Chattel Book 59, page 1.

An after acquired property mortgage executed pursuant to the terms of the original mortgage which was recorded in the Clerk's office of the Superior Court of Muscogee County, Georgia in Mortgage Book 281, Folio 128.

Said mortgages by their terms secured a principal indebtedness of \$387,000, payable \$8,000 per month on the principal, together with accrued interest. The indebtedness bears interest at the rate of five (5%) per cent per annum; and

WHEREAS, McCullough Industries, Inc., a corporation, desires to obtain an extension of the time for payment of the indebtedness secured by said mortgages and to increase the outstanding debt secured by said mortgage from the sum presently owed to the sum of \$120,000; and

WHEREAS, the other Companies who joined in the execution of the original mortgage or after acquired property mortgage hereinabove referred to have since been dissolved and all assets of said Company acquired by and are the property of McCullough Industries, Inc.; and

WHEREAS Bank for Savings and Trusts have purchased from Reconstruction Finance Corporation the original mortgage note, together with all collateral securing the same, which has been transferred to and is the property of Bank for Savings and Trusts, the present owner of said outstanding obligation; and

WHEREAS, the parties have agreed and do hereby agree that a new note be executed in the principal amount of \$120,000 secured by all of the instruments above referred to and all other security given to the Reconstruction Finance Corporation, including any after acquired property mortgages; and

IT IS AGREED That the copy of the mortgage from McCullough Industries, Inc. to Reconstruction Finance Corporation, together with this extension agreement, be recorded in Montgomery County, Alabama, and IT IS AGREED that the above mortgages remain as security for the original indebtedness, together with the additional advance being made to increase the mortgage note to the sum of \$120,000 and that said sum shall be extended and made payable as follows:

Beginning one month from date and each month thereafter, the sum of \$4,000 shall be payable on the principal indebtedness and all interest earned to said dates shall be payable on said dates on the entire outstanding obligation, which interest shall be at the rate of five per cent per annum (5%) and shall be payable at the office of the Bank for Savings & Trusts in Birmingham, Alabama or at such other place as the holder of the note may designate.

The undersigned McCullough Industries, Inc., a corporation, agrees that the unpaid balance on the mortgage indebtedness, including the additional advance made pursuant to this agreement, and all interest called for pursuant to the terms of said principal note shall be secured by the mortgage or mortgages aforesaid and

that all of the agreements and covenants of said mortgages, except those relating to the amount of the secured indebtedness, and the times of payment of the same, and the amount of the payments on the same, shall continue in full force and effect as security for said unpaid balance of the mortgage indebtedness, including said additional loan, and that upon default in the payment of said indebtedness, or any installment thereof, or any interest on said indebtedness, or upon the failure to complete and perform any of the other covenants or agreements in said mortgage contained, the Bank for Savings and Trusts, as Transferee of said mortgage, its successors or assigns, may declare the entire indebtedness due and proceed with foreclosure of the mortgage, whether under the power of sale therein contained, or otherwise, as it may elect.

IN WITNESS WHEREOF These Premises have been executed in eight (8) counter-

parts, each to be treated as an original, on this the 31st day of March,

1956

Attested:

Its Secretary

McCULLOUGH INDUSTRIES, INC.

By [Signature]
Its President

BANK FOR SAVINGS AND TRUSTS

By [Signature]
Its President

Attested:

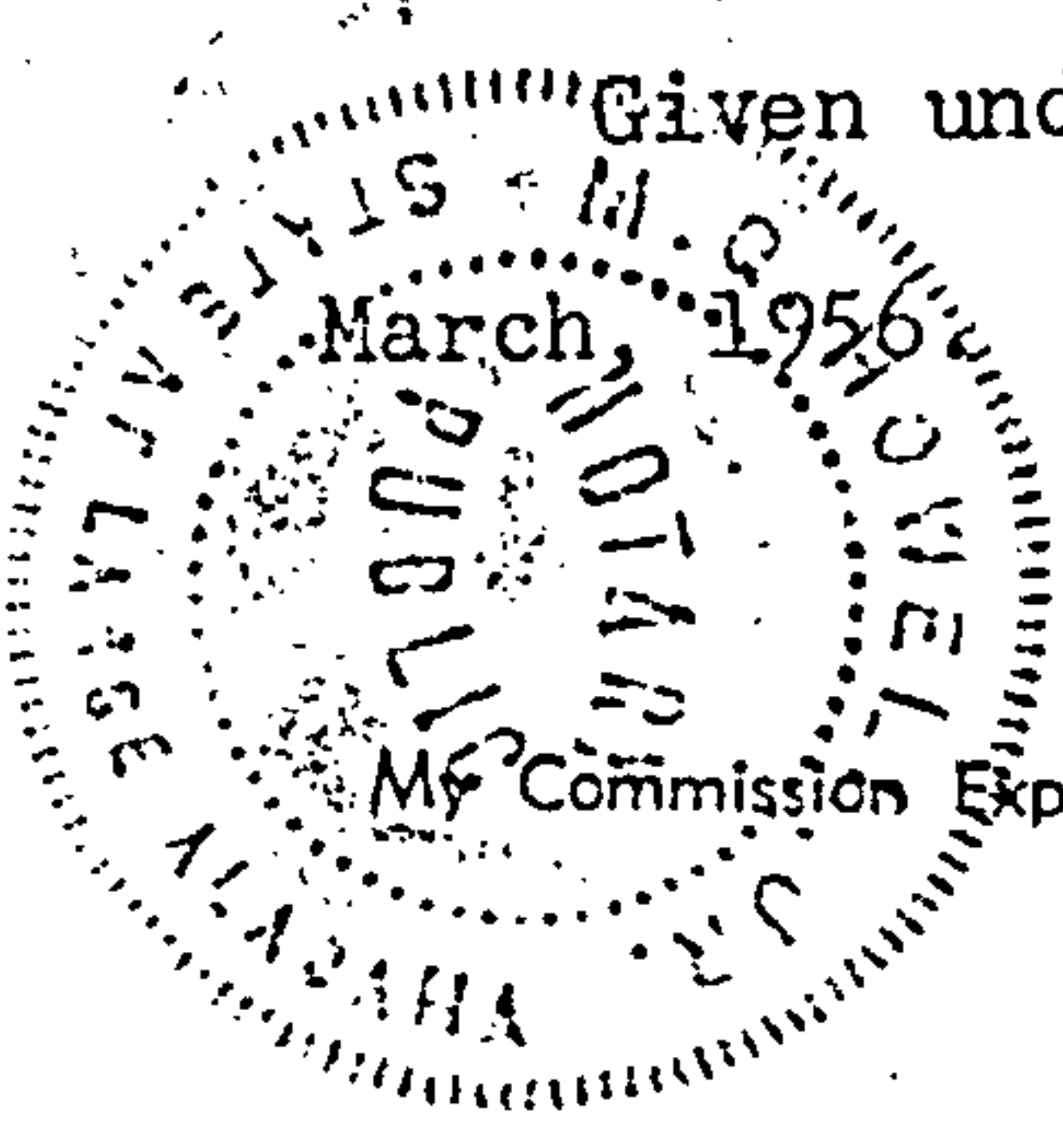
[Signature]

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, M. O. Howell, Jr a Notary Public in and for said county in said state, hereby certify that G. C. McCullough, whose name as President of McCullough Industries, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.



Given under my hand and official seal, this the 31st day of

M. O. Howell, Jr
Notary Public

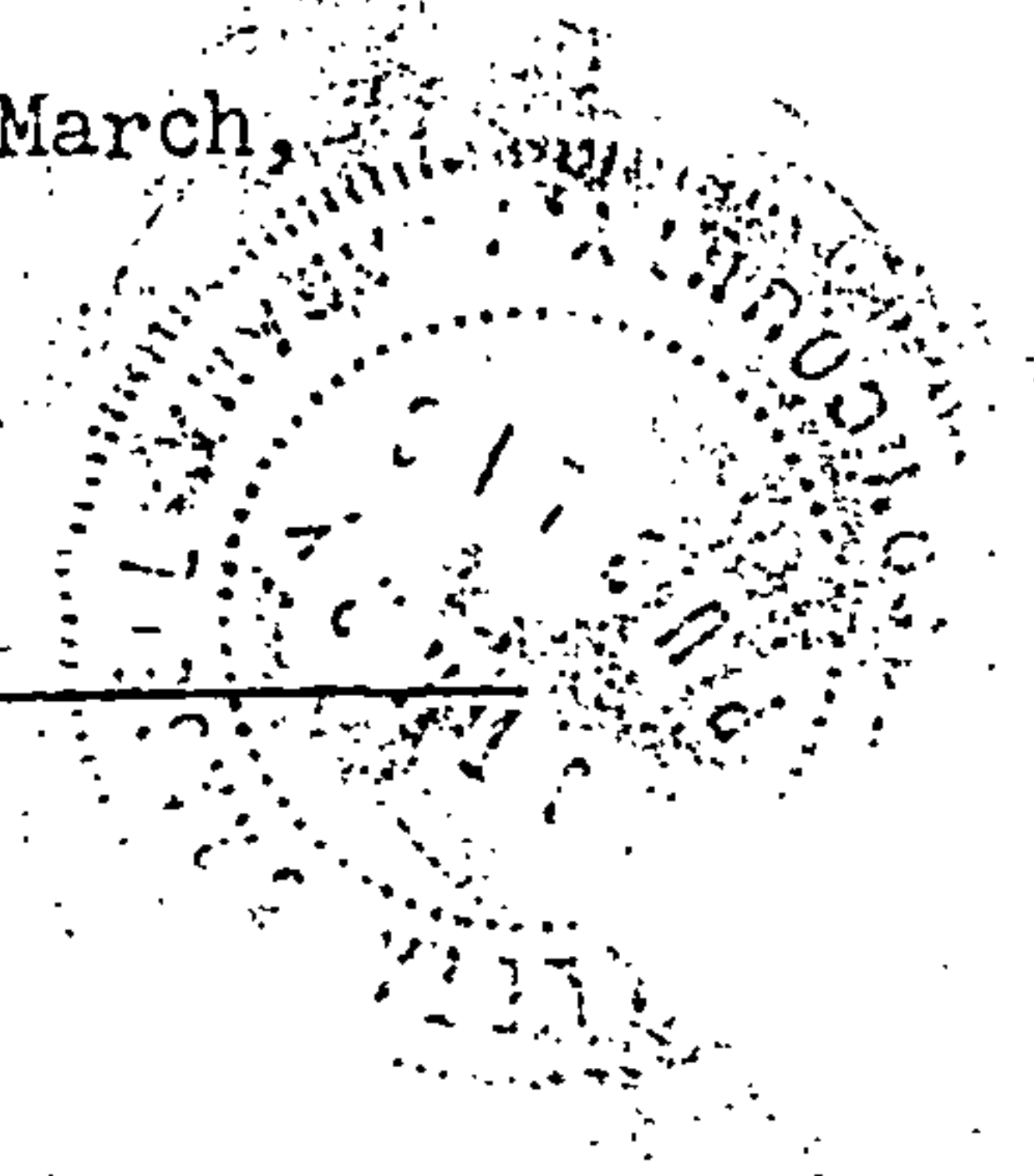
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Alita Brasell a Notary Public in and for said county in said state, hereby certify that Milton Andrews, whose name as President of the BANK FOR SAVINGS AND TRUSTS, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 31 day of March, 1956.

Alita Brasell
Notary Public

MY COMMISSION EXPIRES
JUNE 22, 1959



STATE OF ALABAMA, SHELBY COUNTY	
I, L. C. Walker, Judge of Probate, hereby certify that the within <u>agreement</u>	
was filed for record the <u>31</u> day of <u>April</u> 19 <u>56</u> at <u>8</u> o'clock <u>P.M.</u>	
and recorded in <u>129</u> Pages and <u>2</u> the Mortgage Tax of <u> </u>	
Deed Tax of <u> </u> has been paid.	<u> </u> Judge of Probate