

3096  
**MORTGAGE EXTENSION AGREEMENT**

**THE STATE OF ALABAMA;**  
**Shelby County.**

BOOK 187 PAGE 274

**First National Bank of Columbiana**

KNOW ALL MEN BY THESE PRESENTS: That, whereas, ~~COLUMBIANA SAVING BANK~~, hereinafter referred to as Mortgagee, is now the owner of that certain mortgage heretofore executed by Lewis B. Walker and wife Imogene T. Walker to L.G. Fulton and wife Nell J. Fulton

which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 243 at Page 536 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 \$ 2020.00; and,

WHEREAS, the undersigned Lewis B. Walker and wife Imogene T. Walker now the owner S, subject to said debt and mortgage, of the property described in and conveyed by said mortgage, and 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:

Thirty-Three Installments of \$60.00 each, and one, the last installment of \$40.00: ~~to~~ the first installment shall be due on July 1, 1957 after date hereof, and one of such remaining installments shall be due on the first day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid. Interest shall be payable on the respective installments from date of June 1, 1957 until paid at six per cent per annum.

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 hands and seal S this 5<sup>th</sup> day of June 1957.

Lewis B. Walker L. S.  
Imogene T. Walker L. S.  
Nell J. Fulton L. S.  
L. G. Fulton L. S.

We hereby approve the above extension and agree to same.

**First National Bank of Columbiana**  
~~COLUMBIANA SAVING BANK~~

By \_\_\_\_\_

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

I, the undersigned authority in and for said County in said State, hereby certify that Lewis B. Walker and wife Imogene T. Walker: L.G. Fulton and wife Nell J. Fulton whose names 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 5<sup>th</sup> day of June 1957.

W. W. Rabren

Notary Public

## STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County and State hereby certify that Lewis B. Walker, Imogene T. Walker, Nell J. Fulton and L. G. Fulton whose names are 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 \_\_\_\_\_ day of \_\_\_\_\_ 194.

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 7 day of June 1957 at 8 o'clock P. M. and recorded in 224 Record 189 page 224 and examined 6-11-57 and the Mortgage Tax of \$\_\_\_\_\_ Deed Tax of \$\_\_\_\_\_ has been paid.

L. C. Walker  
Judge of Probate

Fee \$ 1.20

## STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within Agreement was filed for record the 7 day of June, 1957 at 8 o'clock, P. M. and recorded in 224 Record 189 Page 224, and the Mortgage Tax of \$\_\_\_\_\_ Deed Tax of \$\_\_\_\_\_ has been paid.

Judge of Probate