

1374

# MORTGAGE EXTENSION AGREEMENT

THE STATE OF ALABAMA, BOOK 190 PAGE 170  
Shelby County.

KNOW ALL MEN BY THESE PRESENTS: That, whereas, ~~COLUMBIANA SAVINGS BANK~~ FIRST NATIONAL BANK, hereinafter referred to as Mortgagee, is now the owner of that certain mortgage heretofore executed by Basil R. Smith and wife, Valera W. Smith; Lewis C. Franks and wife, Kathryn S. Franks to First National Bank of Columbiana, Columbiana, Alabama

which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 249 at Page 64 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 \$ 1062.00; and,

WHEREAS, the undersigned Basil R. Smith and wife, Valera W. Smith; Lewis C. Franks and wife, Kathryn S. Franks now the owner, 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 undersigned agree to pay to the Mortgagee, or to the successors or assigns of the Mortgagee, the said indebtedness in installments as follows:

\$ 1062.00 due May 10, 1958

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 \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand and seal this \_\_\_\_\_ day of NOV 12 1957 194\_\_\_\_\_

Lewis C. Franks L. S.  
Kathryn S. Franks L. S.  
Basil R. Smith L. S.  
Valera W. Smith L. S.

We hereby approve the above extension and agree to same.

COLUMBIANA SAVINGS BANK

By B. J. Holen - asst. Cashier

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

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Basil R. Smith and wife, Valera W. Smith; Lewis C. Franks and wife, Kathryn S. Franks

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 NOV 16 1957 day of \_\_\_\_\_ 194\_\_\_\_\_

Mrs. Helen F. Stinson  
Notary Public

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within Agreement was filed for record the 16 day of Nov, 1957, at 8 o'clock P. M. and recorded in Deed Record 190 Page 170 and the Mortgage Tax of \_\_\_\_\_ Deed Tax of \_\_\_\_\_ has been paid.

L. C. Walker Judge of Probate