

4002  
MORTGAGE EXTENSION AGREEMENT LOAN NO.                      R. E.                     

STATE OF ALABAMA)  
JEFFERSON COUNTY)

This Agreement made and entered into on this day of May 14-1962 by and between Bessemer Branch, The First National Bank of Birmingham, Bessemer, Alabama, a National Banking Corporation, hereinafter referred to as Mortgagee, and David H. Kirksey hereinafter referred to as Mortgagor,

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee as evidenced by <sup>two</sup> promissory note bearing date ~~that~~ <sup>Nov 8-1960 for \$3,500.00 and</sup> ~~Nov 18-1960, \$38,000.00~~ <sup>Nov 18-1960, \$38,000.00</sup> secured by mortgage of same date conveying certain real property in ~~Jefferson County~~ <sup>Shelby County</sup>, Alabama, said mortgage being of record in Volume 270 Page 19, in the Office of the Judge of Probate of ~~Jefferson County~~ <sup>Shelby County</sup>, Alabama, (~~Bessemer Division~~), and

WHEREAS, Mortgagor is unable to pay the monthly installments on said indebtedness and has requested a modification of the monthly payments and/or an extension of time within which to pay said indebtedness and Mortgagee is agreeable to extending the time of payment and/or modifying the monthly installment payments.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the premises and the sum of One Dollar in hand paid to Mortgagee by Mortgagor, it is mutually agreed as follows:

(1) That the final maturity date of the indebtedness secured by said mortgage is extended to May 25-1963.

(2) That the balance now due on said indebtedness shall be payable as follows:  
On the 25th day of June 19 62, and on the 25th day of each month thereafter:  
Three Hundred Fifty and no/100 (\$ 350.00) Dollars for 11 Months  
Balance (\$                     ) Dollars for 1 Months  
until (Thirty-Nine Thousand Seven Hundred (\$ 39,741.02) Dollars principal are paid

(Forty-One &  
02/100

(~~maturity date of~~ May 23-1962 at the rate of 6 % per annum on the

With interest after (unpaid principal balance due, to be deducted from monthly payment, balance of payment to be credited on principal.

It is distinctly understood and agreed that except as to the modification of the monthly payments on the indebtedness secured by said mortgage and extension of the final maturity date of said indebtedness, all other terms and conditions of said note and mortgage are to remain in full force and effect.

That, notwithstanding the foregoing provision or anything to the contrary, contained in said mortgage, if Mortgagor shall be in default in making payment of any monthly installment, as herein provided, then after such default has occurred, Mortgagee may declare the balance then unpaid on said mortgage due and payable forthwith, and may foreclose said mortgage in accordance with the terms, conditions, and provisions thereof.

That this agreement shall not create any merger or alter or prejudice the rights and priorities of the mortgagee, its successors and assigns, and if so construed, then, in such event, this agreement shall be void and of no effect.

This agreement shall be binding upon the successors, heirs, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed for and in its name and behalf by its Vice President, and Mortgagor has/have hereunto set hand and seal                      on this the day and year first above written.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 5/15/62

BESSEMER BRANCH, THE FIRST NATIONAL BANK OF BIRMINGHAM, BESSEMER, ALA.

By Leon L. Mathews, Jr.  
Its Vice President

David H. Kirksey (SEAL)

Juanita Kirksey (SEAL)

RECORDED & \$                      MTG. TAX  
& \$                      DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad M. Fowler  
JUDGE OF PROBATE

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that David H. Kirksey and wife, Juanita Kirksey, whose name is is/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 this agreement, they each executed the same voluntarily on the day the same bears date.

I further certify that Leon L. Mathews, Jr., whose name as Vice President of Bessemer Branch, The First National Bank of Birmingham, Bessemer, Alabama, 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 corporation.

Given under my hand and official seal, this day of May 14-1962

Marie R. Ridd

Notary Public