

STATE OF ALABAMA
SHELBY COUNTY

17644

NOTE AND MORTGAGE EXTENSION AGREEMENT

Memorandum of Agreement made and entered into by and between Kelley E. Stone and wife, Pena Stone, hereinafter called mortgagors, and A. M. Muncy, hereinafter called mortgagee, on this 4th day of June, 1963,

WITNESSETH:

Whereas, the mortgagors did, on, to wit, the 25th day of April, 1960, execute to the mortgagee a note and a mortgage conveying certain property situated in Shelby County, Alabama, which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 266 on page 9, reference hereby made to said record for a particular description of said property, said mortgage and note therein described; and

Whereas, the mortgagors and mortgagee mutually acknowledge that part of the indebtedness evidenced by said mortgage has been paid and part remains unpaid; and

Whereas, the mortgagors and mortgagee are mutually desirous of extending the maturity date of said mortgage, thereby providing lesser monthly payments by the mortgagors and additional interest for the mortgagee, all without releasing the said property particularly described in said mortgage from the lien of said mortgage,

NOW THEREFORE, in consideration of these premises, and in consideration of the benefit accruing to the respective parties hereto by the execution of this agreement, and in further consideration of the sum of One Dollar (\$1.00) paid to the mortgagee by the mortgagors, the receipt whereof is hereby acknowledged, it is hereby agreed by the mortgagors and mortgagee as follows:

1. That the balance due on said mortgage as of this date is \$5,293.77.
2. That said balance due on said mortgage as of this date shall be repaid by the borrowers, together with interest at six per cent per annum on the unpaid balance, in 119 installments of \$58.85, and one installment (the last) of \$52.62, the first installment due June 15, 1963, and the remaining installments due on the following day of each successive month thereafter for said number of 120 months.
3. That, except as modified by this agreement, all of the conditions, obligations, agreements and stipulations made in the original mortgage and note shall remain in full force and effect, and especially those provisions set forth in said mortgage in regard to default and foreclosure.

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This mortgage paid in full and satisfied
 the 25 day of June 1963
 Attest: *[Signature]*
 Judge of Probate

IN WITNESS WHEREOF, the parties hereto and hereunder have set their hands and seals in duplicate, on the day and date hereinabove first written.

Kelley E. Stone
Kelley E. Stone, mortgagor

Rena Stone
Rena Stone, mortgagor

A. M. Muncy
A. M. Muncy, mortgagee

STATE OF ALABAMA
SHELBY COUNTY

I, Oliver P. Head, a Notary Public in and for said County and State, hereby certify that Kelley E. Stone and wife, Rena Stone, whose names are signed to the foregoing Note and Mortgage Extension Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Note and Mortgage Extension Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 4th day of June, 1963.

Oliver P. Head
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, Oliver P. Head, a Notary Public in and for said County and State, hereby certify that A. M. Muncy, whose name is signed to the foregoing Note and Mortgage Extension Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Note and Mortgage Extension Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 18th day of June, 1963.

Oliver P. Head
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 6/19 1963
RECORDED & S. DEED TAX
& S. DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
Corwin M. Jambler
JUDGE OF PROBATE

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