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STATE OF ALABAMA,  
SHELBY COUNTY.

WHEREAS, the undersigned, James B. Higgins, executed to Tessie Mae Brown Higgins, on or about the 20th day of February, 1961, a mortgage in the amount of Fifteen Thousand and no/100 (\$15,000.00) DOLLARS, said mortgage being recorded in Shelby County, Alabama, and payable in monthly payments of \$250.00 per month for a period of five years beginning April 1, 1961 and payable on the first day of each successive month thereafter, without interest, until the entire indebtedness is paid, said mortgage being secured by the following described real estate located in Shelby County, Alabama:

Beginning at the point of the intersection of the southerly line of the right of way of the Southern Railway with the easterly line of the old Montevallo and Selma Public Road, running thence Easterly, along the said line of said right of way to the Montevallo depot grounds, a distance of five hundred seventy (570) feet, more or less; thence Southwardly, along the line of said Depot Grounds, to the northerly line of the Montevallo and Centerville Highway, a distance of seventy-eight (78) feet, more or less; thence Westerly, along said line of said Highway to its intersection with the easterly line of the said Old Montevallo and Selma Public Road, a distance of seven hundred (700) feet, more or less, and thence Northerly, along the said line of said Old Montevallo and Selma Public Road to the point of beginning, a distance of one hundred thirty-three (133) feet, more or less, situated in Shelby County, Alabama.

And, WHEREAS, the undersigned, James B. Higgins, has paid said monthly payments, and, whereas, said parties have agreed that commencing with February 1, 1962 that said payments shall be reduced in amount from \$250.00 the first day of each month to \$150.00 on the first day of each month until the full balance is paid, without interest. And it is further agreed between the parties that the period of grace of 45 days, as expressed in said mortgage and note evidencing the same, be extended from 45 days to 60 days and that this agreement shall bind and enure to the benefit of the daughters of the said parties, Jade Elizabeth Higgins and Charlotte Higgins.

THEREFORE, the undersigned Tessie Mae Brown Higgins does hereby agree with the said James B. Higgins that beginning with February 1, 1962 (which payment has already been made) that the monthly payments shall be reduced to \$150.00 and \$150.00 the first day of each month thereafter until the full balance of said mortgage is paid and satisfied in full, without interest thereon, and also agreed that the



period of grace expressed in said mortgage shall be extended from 45 days to 60 days and further agrees that this agreement shall enure to the benefit of the daughters of said parties mentioned herein.

The undersigned James B. Higgins hereby joins in this agreement and agrees and obligates himself to pay said payments under the terms according to this agreement.

EXECUTED IN DUPLICATE, this the 3<sup>rd</sup> day of March, 1962.

James B. Higgins  
Jessie Brown Higgins

STATE OF ALABAMA,

SHELBY COUNTY.

I, Elmer L. Kendrick, a Notary Public in and for said County, in said State, hereby certify that Tessie Mae Brown Higgins, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 3 March ~~February~~, 1962.

Elmer L. Kendrick  
NOTARY PUBLIC

STATE OF ALABAMA,

SHELBY COUNTY.

I, Elmer L. Kendrick, a Notary Public in and for said County, in said State, hereby certify that James B. Higgins, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 3 March ~~February~~, 1962.

Elmer L. Kendrick  
NOTARY PUBLIC

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 21<sup>st</sup>  
12-9-1962  
RECORDED & \$ 4 MTC. TAX  
& \$ 4 DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad M. Jambor  
JUDGE OF PROBATE