

# MORTGAGE EXTENSION AGREEMENT

THE STATE OF ALABAMA,  
Shelby County.

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KNOW ALL MEN BY THESE PRESENTS: That, whereas The FIRST NATIONAL BANK OF COLUMBIANA, Alabama, hereinafter referred to as Mortgagee, is now the owner of that certain mortgage heretofore executed by \_\_\_\_\_ James T. McDow

to First National Bank of Columbiana, Alabama

which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 313 at Page 349/350 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 \$21,498.50; and,

WHEREAS the undersigned James T. McDow and wife, Marion McDow\* now the owner S, subject to said debt and mortgage, of the property described in and conveyed by said mortgage, and have 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:

\$21,498.50 payable in 11 installments of \$250.00 each and 1 last installment of \$18,748.50; the first installment shall be due March 3, 1971 and one of such remaining installments shall be due on the 3rd day of each successive month until the entire indebtedness shall have been paid.

19710209000005360 1/2 \$ .00  
Shelby Cnty Judge of Probate, AL  
02/09/1971 12:00:00 AM FILED/CERT

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 herein; (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 seals this 6th day of February

James T. McDow L. S.  
Marion McDow L. S.  
L. S.  
L. S.

We hereby approve the above extension and agree to same.

THE FIRST NATIONAL BANK OF COLUMBIANA, ALABAMA  
By: [Signature] Senior Vice President

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

\* (see reverse hereof)

This mortgage paid in full and satisfied this 17th day of May 1974  
FIRST NATIONAL BANK OF COLUMBIANA  
[Signature] L. S. ATTY. IN FACT

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STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that James T. McDow  
and wife, Marion McDow whose names are signed to the foregoing agree-  
ment, and who are known to me acknowledged before me on this day that, being informed of the contents of  
the agreement, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 6th day of February 1971

Mrs. Ellis Bentley  
Notary Public

19710209000005360 2/2 \$.00  
Shelby Cnty Judge of Probate, AL  
02/09/1971 12:00:00 AM FILED/CERT

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County and State hereby certify that Hylott, L. Armstrong, Jr.  
Senior Vice President  
whose name as of The FIRST NATIONAL BANK OF COLUMBIANA ALABAMA 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 6th day of February 1971

Mrs. Ellis Bentley  
Notary Public

\* At the request of and benefit for my husband, James T. McDow, the mortgagor, I enter  
into this extension agreement and do hereby waive my homestead, dower, or any other  
right afforded me as a wife under the laws of the State of Alabama as to that real  
property described in said mortgage dated February 2, 1970 and recorded at Volume  
313 and Pages 349/350 at the Judge of Probate's Office of Shelby County at Columbiana,  
Alabama.

Marion McDow  
Marion McDow, wife of James T. McDow

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STATE OF ALA. SHELBY CO.  
CERTIFY THIS  
INSTRUMENT WAS FILED  
1971 FEB -9 AM 8:05  
U.C.C. FILE NUMBER OR  
REC. BK. & PAGE AS SHOWN ABOVE  
Carroll H. Brubaker  
JUDGE OF PROBATE