

STATE OF ALABAMA

CHILTON COUNTY

2258



19761220000122760 1/5 \$.00
Shelby Cnty Judge of Probate, AL
12/20/1976 12:00:00 AM FILED/CERT

MORTGAGE PAYMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, Hubert Hilton Shirey and wife, Pauline T. Shirey, as promissors and mortgagors, did heretofore execute a real estate mortgage note payable to the undersigned Mavoureen Bird for the sum of Twenty Eight Thousand Three Hundred Thirty Four and No/100 (28,334.00) Dollars and did executed a separate real estate mortgage note to the undersigned Sidney M. Bird, Sr. for the sum of Fifty Six Thousand Six Hundred Sixty Six and No/100 (\$56,666.00) Dollars, said real estate mortgage notes secured by one real estate mortgage payable jointly to said Sidney M. Bird, Sr. and said Mavoureen Bird as mortgagees, said real estate mortgage having been recorded in Mortgage Book 607 at page 31 and re-recorded in Mortgage Book 607, page 104, Office of Judge of Probate of Chilton County, Alabama, and

WHEREAS, the principal indebtedness plus accumulated interest owing to said Mavoureen Bird on her said real estate mortgage note was the sum of Thirty Thousand Six Hundred and 72/100 (\$30,600.72) Dollars on September 7, 1976, and the principal indebtedness plus accumulated interest owing to said Sidney M. Bird, Sr. on his said real estate mortgage note was the sum of Fifty Nine Thousand Six Hundred Ninety Nine and 28/00 (\$59,699.28) Dollars on July 7, 1976, and

WHEREAS, the undersigned parties hereto (who are joined in the execution of this Mortgage Payment Agreement by Glenda May Bird, the wife of said Sidney M. Bird, Sr.) do now agree^{that} it will be mutually beneficial to each of said parties, separately and severally, that the terms and provisions of said real estate mortgage note payable to said Mavoureen Bird, and the terms and provisions of said real estate mortgage note payable to said Sidney M. Bird, Sr., be modified and changed, as set forth herein below;

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NOW THEREFORE, in consideration of these premises, and the mutual benefits accruing to the parties hereto, and the further consideration of the sum of One and No/100 (\$1.00) Dollar in hand paid to said Mavoureen Bird, the receipt whereof is hereby acknowledged by said Mavoureen Bird, and the sum of One and No/100 (\$1.00) Dollars in hand paid to said Sidney M. Bird, Sr., the receipt whereof is hereby acknowledged by said Sidney M. Bird, Sr., said undersigned parties do mutually agree and covenant as follows:

1. That the said sum of Thirty Thousand Six Hundred and 72/100 (\$30,600.72) Dollars owing to said Mavoureen Bird on said real estate mortgage note on September 7, 1976, shall be paid by said Hubert Hilton Shirey and wife, Pauline T. Shirey, in lieu of the provisions as set forth in said real estate mortgage note, as follows: said sum of \$30,600.72, together with interest upon the unpaid portion thereof from September 7, 1976, at the rate of 8% per annum, shall be paid to said Mavoureen Bird in monthly installments of Three Hundred Thirty Four and No/100 (\$334.00) Dollars payable on the 7th day of each month commencing September 7, 1976, until September 7, 1977, at which time said monthly payments shall increase to \$834.00 per month commencing September 7, 1977, until said sum is paid in full; the parties hereto acknowledge that the first of said payments in the amount of \$334.00 which was payable on September 7, 1976, has been paid in full, the next of said payments being due and payable on October 7, 1976. All of the parties hereto specifically agree that said indebtedness owing to said Mavoureen Bird may be so repaid as set forth herein in lieu of the stated payment provisions as specified in said real estate note and said real estate mortgage.

2. That the said sum of Fifty Nine Thousand Six Hundred Ninety Nine and 28/100 (\$59,699.28) Dollars owing to said Sidney M. Bird, Sr. on said real estate mortgage note on September 7, 1976, shall be paid by said Hubert Hilton Shirey and wife, Pauline T. Shirey, in lieu of the provisions as set forth in said real estate mortgage note, as follows: said sum of \$59,699.28, together with interest



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upon the unpaid portion thereof from September 7, 1976, at the rate of 8% per annum, shall be paid to said Sidney M. Bird, Sr. in monthly installments of Six Hundred Sixty Six and No/100 (\$666.00) Dollars payable on the 7th day of each month commencing September 7, 1976, until September 7, 1977, at which time said monthly payments shall increase to One Thousand Six Hundred Sixty Six and No/100 (\$1,666.00) Dollars per month commencing September 7, 1977, until said sum is paid in full; the parties hereto acknowledge that the first of said payments in the amount of \$666.00 which was payable on September 7, 1976, has been paid in full, the next of said payments being due and payable on October 7, 1976. All of the parties hereto specifically agree that said indebtedness owing to said Sidney M. Bird, Sr. may be so repaid as set forth herein in lieu of the stated payment provisions as specified in said real estate note and said real estate mortgage.

3. That all the remaining provisions as set forth in said real estate note payable to said Mavoureen Bird and in said real estate note payable to said Sidney M. Bird, Sr., and as set forth in said real estate mortgage payable jointly to said Mavoureen Bird and said Sidney M. Bird, Sr., which are not herein specifically modified shall remain in full force and effect and shall be fully binding on all parties hereto and on their respective heirs, successors, and assigns.

WITNESS OUR HANDS AND SEALS this ____ day of September, 1976.

Hubert H. Shirey (SEAL)

Pauline L. Shirey (SEAL)

Sidney M. Bird Sr. (SEAL)

Mavoureen S. Bird (SEAL)

Glenda May Bird (SEAL)

STATE OF ALABAMA

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Hubert Hilton Shirey and wife,

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Pauline T. Shirey, whose names are signed to the foregoing Mortgage Payment Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Mortgage Payment Agreement they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21 day of October, 1976.

Ruby R. Hollars
Notary Public

STATE OF ALABAMA
SHELBY COUNTY



19761220000122760 4/5 \$.00
Shelby Cnty Judge of Probate, AL
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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sidney M. Bird, Sr. ~~and wife,~~ ~~Clara May Bird~~, whose names are signed to the foregoing Mortgage Payment Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Mortgage Payment Agreement they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of October, 1976.

Martha B. Joiner
Notary Public

Shelby County
Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY
INSTRUMENT WAS FILED
1976 DEC 20 11:10:57

STATE OF Alabama
~~Georgia~~
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mavoureen Bird whose name is signed to the foregoing Mortgage Payment Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Mortgage Payment Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19th day of December ~~October~~, 1976.

Martha B. Joiner
Notary Public

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STATE OF ALABAMA

SHELBY COUNTY



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Shelby Cnty Judge of Probate, AL
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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Glenda May Bird, (wife of Sidney M. Bird, Sr.) whose name is signed to the foregoing Mortgage Payment Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Mortgage Payment Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20th day of December, 1976.

Notary Public

Miss Book 17 Page 834 A