19801002000111140 1/2 $.00
Shelby Cnty Judge of Probate,AL
10/02/1980 12:00:00AM FILED/CERT

95

4.00
5.00

MORTGAGE EXTENSION AGREEMENT

This instrument was prepared by Central State Bank
Jamie E. Culver

STATE OF ALABAMA,
Shelby County.

KNOW ALL MEN BY THESE PRESENTS: that, whereas CENTRAL STATE BANK, CALERA, ALABAMA, hereinafter referred to as Mortgagee, is now the owner of that certain mortgage heretofore executed by Hubert H. Shirey and wife, Polly Shirey and Arthur Davis and wife, Kate Davis to Central State Bank, Calera, Alabama

which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 368 at Page(s) 869 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 $ 12,109.44 : and,

WHEREAS, the undersigned Hubert H. Shirey and wife, Polly Shirey and Arthur Davis and wife, Kate Davis now the owner(s) are, 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:

Due and payable in 1 payment of $12,109.44, being due and payable on December 5, 1980.

BOOK 406 PAGE 410

THIS IS AN EXTENSION OF TIME ONLY - Mortgage Tax Paid as Above.

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 and (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 hand(s) and seal(s) this 5th day of September, 19 80.

X Hubert H. Shirey L. S.
X Polly Shirey L. S.
X Arthur Davis L. S.
X Kate Davis L. S.

We hereby approve the above extension and agree to same.

JUDGE OF PROBATE

CENTRAL STATE BANK, Calera, Alabama

By Carlene R. Hadaway
Carlene R. Hadaway, Cashier

Central State Bank
P. O. Box 190
Calera, Al. 35040

19801002000111140 2/2 $.00
Shelby Cnty Judge of Probate,AL
10/02/1980 12:00:00AM FILED/CERT

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that Hubert H. Shirey and wife, Polly Shirey and Arthur Davis and wife, Kate Davis whose name(s) 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 the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 5th day of September, 19 80.

Janice E. Culver
Notary Public, Notary Public at Large
My Commission Expires July 16, 1983
Bonded by Western Surety Company

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STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that Carlene R. Hadaway whose name as Cashier of CENTRAL STATE BANK, Calera, 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 5th day of September, 19 80.

Janice E. Culver
Notary Public, Notary Public at Large
My Commission Expires July 16, 1983
Bonded by Western Surety Company

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1980 OCT -2 AM 11:31
JUDGE OF PROBATE

Rec. 4.00
Ind. 1.00
5.00

RECORD 406 411