

486

408

## MORTGAGE EXTENSION AGREEMENT

THE STATE OF ALABAMA,  
Shelby County.

This instrument was prepared, by  
*Central State Bank*  
*Charles R. Hadaway*

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 \_\_\_\_\_

Larry Martin and wife, Rhonda Martin

to Central State Bank, Calera, Al 35040  
which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 416 at Page 162 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 \$ 35,011.20 and,

WHEREAS the undersigned Larry Martin and wife, Rhonda Martin  
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 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:

This loan is payable in 119 monthly payments at \$292.00 and  
one payment at \$263.20 beginning Apr. 15, 1982 with the  
total of payments being \$35,011.20.

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; (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 this  
1st day of Mar 1982

*Larry Martin* L.S.  
*Rhonda Martin* L.S.

We hereby approve the above extension and agree to same.

Central State Bank  
P.O. Box 100  
Calera, Al 35040

CENTRAL STATE BANK, CALERA, ALABAMA

By *Carlene R. Hadaway* Carlene R. Hadaway  
Cashier

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

418 page 896

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that Larry Martin and wife, Rhonda Martin whose name w 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, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 1st day of Mar. 1982

*Eileen D. [Signature]*  
Notary Public

418 PAGE 897

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County and 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 1st day of Mar. 1982

*Eileen D. [Signature]*  
Notary Public

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
AGREEMENT WAS FILED  
1982 MAR 12 AM 9:51  
*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE  
Rec. 3.00  
Ind. 1.00  
4.00