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735

MORTGAGE EXTENSION AGREEMENT

THE STATE OF ALABAMA,
Shelby County.

This instrument was prepared by
Central State Bank
E. S. Hope

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 _____

to Dr. C. C. Tamborrel and wife, Eunice Tamborrel
to Central State Bank

which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 375 at Page 37 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 \$ 25,575.64 and,

WHEREAS the undersigned Dr. C. C. Tamborrel and wife, Eunice Tamborrel 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 one payment of \$25,575.64 that is due on May 17, 1983.

This is an extension of time only. Mortgage tax paid as above.

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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 er have hereunto set our hand s and seal this
18 day of Nov. 19 82

[Signature] L.S.
[Signature] L.S.
L.S.
L.S.

We hereby approve the above extension and agree to same.

CENTRAL STATE BANK
P.O. BOX 130
CALERA, AL. 35040

CENTRAL STATE BANK, CALERA, ALABAMA

By Sue S. Hope Sue S. Hope

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

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that _____

Dr. C. C. Tamborrel and wife, Eunice Tamborrel whose name _____ s _____ are signed to the foregoing agreement, 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 18 day of Nov. 1982

Eleanor Lee
My Commission Expires February 18, 1983
Bonded by Western Surety Company
NOTARY PUBLIC
SHELBY COUNTY, ALABAMA

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1982 DEC 28 AM 9:06
Rec 300
Ind 100
400

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County and State hereby certify that _____

Sue S. Hope whose name as Asst. 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 23 day of Dec. 1982

Eleanor Lee
Notary Public
SHELBY COUNTY, ALABAMA