

4.10

THIS RECEIPT IS NOT VALID  
Central State Bank  
Edward J. [Signature]

WHEREAS the undersigned F. D. Frye and wife, Nina A. Frye

WHEREAS the undersigned \_\_\_\_\_, 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 \$2,982.97 due Apr. 9, 1983.

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  
8th day of Jan. 1983

19  
X *W. D. Frye* L.S.  
X *Nina G. Frye* L.S.  
L.S.  
L.S.

**We hereby approve the above extension and agree to same.**

Center City, AL  
P. O. Box 121  
Celera, AL 35245

**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 \_\_\_\_\_  
E. D. Frye and wife, Nina A. Frye \_\_\_\_\_ whose name s are \_\_\_\_\_ signed to the foregoing agreement,  
are \_\_\_\_\_  
and who \_\_\_\_\_ 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 \_\_\_\_\_ 8th \_\_\_\_\_ day of \_\_\_\_\_ Jan. \_\_\_\_\_ 19 83

\_\_\_\_\_  
Notary Public

Notary Public, State of Alabama, at Large  
My Commission Expires January 13, 1984  
Bonded by Western Surety Company

STATE OF ALA. SHELBY CO.  
PROPERTY THIS  
DOCUMENT WAS FILED  
1983 JAN 19 AM 9:24

\_\_\_\_\_  
JUDGE OF PROBATE

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STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County and State hereby certify that \_\_\_\_\_  
Sue S. Hope \_\_\_\_\_ Assistant Cashier  
whose name as \_\_\_\_\_  
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 vol-  
untarily for and as the act of said bank.

Given under my hand and official seal, this \_\_\_\_\_ 17th \_\_\_\_\_ day of \_\_\_\_\_ Jan. \_\_\_\_\_ 19 83

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Bonded by Western Surety Company