

1162

MORTGAGE EXTENSION AGREEMENT

THE STATE OF ALABAMA,
Shelby County.

KNOW ALL MEN BY THESE PRESENTS: That, whereas The FIRST NATIONAL BANK OF COLUMBIANA, Alabama, hereinafter referred to as Mortgagee, is now the owner of that certain mortgage heretofore executed by Kerry Kent Nivens and wife, Margaret W. Nivens to First National Bank of Columbiana

which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 422 at Page 319/320 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 \$ 20,000.00 : and,

WHEREAS the undersigned Kerry Kent Nivens and wife, Margaret W. Nivens now the owner is are they, subject to said debt and mortgage, of the property described in and conveyed by said mortgage, and they 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: October 17, 1988 and secured by one note and two mortgages, one being recorded in Volume 422 Page 319 and 320 and one mortgage recorded in Volume 418 Page 961 and 962. The note is payable in 59 monthly payments of \$459.34 and one monthly payment, the last of \$29,504.75.

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 S this 18th day of October 19 83.

Kerry Kent Nivens L. S.
Margaret W. Nivens L. S.

L. S.

We hereby approve the above extension and agree to same.

THE FIRST NATIONAL BANK of COLUMBIANA, ALABAMA

By Michael E. Hill

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

447 432

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that Kerry Kent Nivens and
wife, Margaret W. Nivens whose name s are signed to the foregoing agree-
ment, 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 18th day of October 1983

Janice O. Hallford
Notary Public

447 433

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County and State hereby certify that Michael E. Hill
whose name as Sr. Vice President
of The FIRST NATIONAL BANK OF COLUMBIANA 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 18th day of October 1983

Janice O. Hallford
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 APR 23 PM 3:01

Thomas G. Shouder, Jr.
JUDGE OF PROBATE

Not. fee - 30.00
300
100
3400