1168

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 Frank W. Wheeler and wife, Sue A. Wheeler
to First National Bank of Columbiana
which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 448 at Page 400-403 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 \$ 23.941.27 : and, with interest as set out in said note
WHEREAS the undersigned Frank W. Wheeler and wife, Sue A. Wheeler
now the owner. , 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 Oct. 18, 1985
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* 1/2/1/19 A)
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 Morgagee 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 OUT hands and seals this 18
day of April19 85
Frank W. Wheeler L. S.
Lec Q. Hacker L. S.
L. S.
L, §.
We hereby approve the above extension and agree to same.
THE FIRST NATIONAL BANK of COLUMBIANA, ALABAMA
$\Delta \sim 10.1$
By JULY (Original makes and endersom if any should enderso the new later)
Note: (Original maker and endorsers, if any, should endorse the new notes.)
$oldsymbol{v}$

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said Count		
Frank W. Wheeler and wife, Sue A. Wh	eelerwhose name s	signed to the foregoing agree-
ment, and who are known to me ack	nowledged before me on this day that	t, being informed of the contents of
the agreement,they executed the same voluntaril	y on the day the same bears date.	
Given under my hand and official seal, this18	day of April	19 85
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STATE OF ALABAMA, SHELBY COUNTY		
I, the undersigned authority in and for said Count	ty and State hereby certify that	
J. D. Wyatt	whose name as Sr. Vice	President
J. D. Wyatt of The FIRST NATIONAL BANK OF COLUMBIANA to me, acknowledged before me on this day that, being full authority, executed the same voluntarily for and as the	. ALABAMA is signed to the foregoinformed of the contents of the agre	oing agreement and who is known
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