

175-5

**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 Kent W. Rush and Nancy Rush
to First National Bank of Columbiana

which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 020 at Page 531 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 \$ One payment 566.32 : and,

WHEREAS the undersigned Kent W. Rush and Nancy Rush
now the owner S, 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:

Whereas on the 3rd day of March 1985, Kent W. Rush and Nancy Rush executed a mortgage and a promissory note to First National Bank of Columbia in the principal amount of 35,000.00 which said sum was payable in 120 installments of 566.32 each said installment commencing on the 20th day of May 1985. Whereas, 1 of said payments in the amount of 566.32 was due on the 3 day of May, 1986 and said debtor desires to have the time of payment of said installment extended to the 3 day of June 1995; and Whereas, said Bank does agree for the date for the payment of said installments to be extended as provided for 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^s this 22
day of May, 1986 19

19
X *Hept w Bush* L. S.
X *Fancy Bush* L. S.
L. S.
L. S.

We hereby approve the above extension and agree to same.

THE FIRST NATIONAL BANK of COLUMBIANA, ALABAMA

By X. Billy R. Jones JP

Note: (Original maker and endorser ~~may~~ should endorse the new notes.)

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that Kent W. Rush and Nancy Rush

whose name 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 22 day of May, 1986 19.

Deanna J Kirby

Notary Public

My Commission Expires November 27, 1988



STATE OF ALABAMA, SHELBY COUNTY

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

J. D. Wyatt

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.

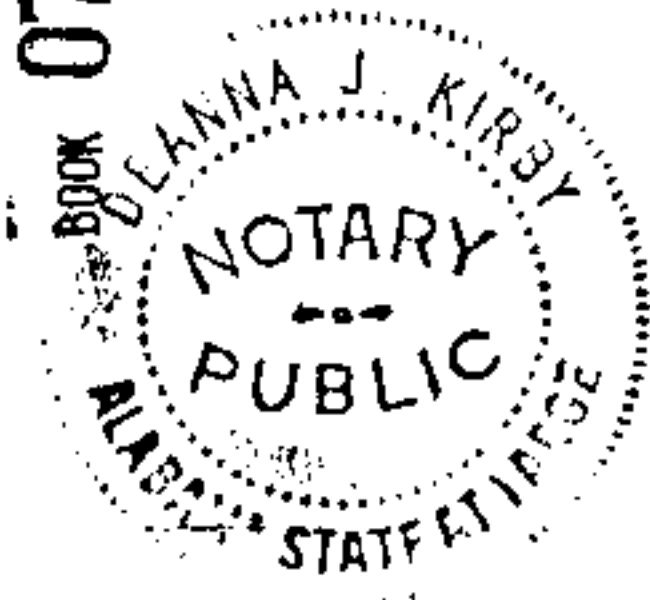
Given under my hand and official seal, this 22 day of May, 1986 19.

Deanna J Kirby

Notary Public

My Commission Expires November 27, 1988

BOOK 073 PAGE 737



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

1986 MAY 28 PM 1:14

T. R. ...
JUDGE OF PROBATE

1. Deed Tax	\$ <u>.90</u>
2. Mtg. Tax	<u>5.00</u>
3. Recording Fee	<u>1.00</u>
4. Indexing Fee	<u>6.90</u>
TOTAL	