

72-802995

1999

6.00 + 1.05 = 7.05

## 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 Kathy Brasher Falkner and husband, Jimmy Ray Falkner to First National Bank of Columbiana which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 058 at Page 113-117 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 \$ 622.46 and,

WHEREAS the undersigned Kathy Brasher Falkner and husband Jimmy Ray Falkner now the owner<sup>s</sup> they subject to said debt and mortgage, of the property described in and conveyed by said mortgage, and 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 20th day of January 1986, Kathy Brasher Falkner and husband Jimmy Ray Falkner executed a mortgage and a promissory note to the FNB of Columbiana in the principal amount of \$10,000.00 which said sum was payable in 42 installments of \$311.23 each; said installments commencing on the 20th Feb. 1986. Whereas, 2 of said payments in the amounts of \$311.23 were due on the 20th day of Oct. and Nov. 1986 and said debtor desires to have the time of payment of said installments extended to the 20th day of Nov. and Dec. 1989; 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<sup>s</sup> and seal<sup>s</sup> this 23rd day of December 19 86

Kathy B. Falkner L. S.  
Jimmy R. Falkner L. S.  
\_\_\_\_\_  
\_\_\_\_\_  
L. S.

We hereby approve the above extension and agree to same.

THE FIRST NATIONAL BANK of COLUMBIANA, ALABAMA  
By Melinda L. Walker, Esq.

Note: (Original maker and endorsers, if any, 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 Kathy Brasher Falkner  
and husband, Jimmy Ray Falkner whose name S 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, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 23rd day of December 19 86.

Vicki N. Smith  
Notary Public  
My Commission Expires June 10, 1990

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County and State hereby certify that  
Melinda Walker whose name as Loan Officer  
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 23rd day of December 19 86.

Vicki N. Smith  
Notary Public  
My Commission Expires June 10, 1990

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

1986 DEC 23 PM 2:36

Thomas W. Lawrence, Jr.  
JUDGE OF PROBATE

1. Deed Tax \$         
2. Mtg. Tax 1.05  
3. Recording Fee 5.00  
4. Indexing Fee 1.00  
TOTAL 7.05