

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 William E. Swatek and wife, Lana D. Swatek to First National Bank of Columbiana which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 071 at Page 489 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 \$ 236,119.24 : and,

WHEREAS the undersigned First National Bank of Columbiana now the owner is , subject to said debt and mortgage, of the property described in and conveyed by said mortgage, and has 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, Borrower is indebted to Lender in the principal sum of Two Hundred Thirty Six Thousand One Hundred Nineteen and 24/100—(\$236,119.24) Dollars, which indebtedness is evidenced by Borrower's note dated July 14, 1988 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on July 14, 1989.

This letter is to advise you that the original mortgage for the above referenced extension was in the amount of \$200,000.00. Please note that the extension is for \$236,119.24 therefore \$36,119.24 should be taxed.

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 I have hereunto set my hand and seal this 14th day of July 19 88

[Signature] L. S.
[Signature] L. S.
L. S.
L. S.

We hereby approve the above extension and agree to same.

[Signature] Mr. Call
[Signature] James B. Henderson

THE FIRST NATIONAL BANK OF COLUMBIANA, ALABAMA
By *[Signature]* E. V. P.

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 _____
_____ whose name _____ signed to the foregoing agree-
ment, and who _____ 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 _____ day of _____ 19 _____

Notary Public

STATE OF ALABAMA, SHELBY COUNTY

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

Helen H. Phillips whose name as 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 14th day of July 19 88

Kathy Brasher
Notary Public

MY COMMISSION EXPIRES
JULY 16, 1990

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STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

88 AUG -8 AM 10:35

James W. Anderson, Jr.
JUDGE OF PROBATE

| | | |
|------------------|----|--------------|
| 1. Deed Tax | \$ | <u>54.30</u> |
| 2. Mtg. Tax | | <u>5.00</u> |
| 3. Recording Fee | | <u>1.00</u> |
| 4. Indexing Fee | | <u>1.00</u> |
| TOTAL | | <u>60.30</u> |