

THE STATE OF ALABAMA,
Shelby County.

1100

WHEREAS the undersigned Richard B. Smith and Leigh S. Smith
now the owner S, subject to said debt and mortgage, of the property described in and conveyed by said mortgage, and
they have 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 and payable on October 11, 1996; according to the terms and conditions of said note and any renewals or extensions thereof"

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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 they have hereunto set their hand S and seal S this
11th day of October 19 88

their hand ^S and seal ^S this
 19 88
 Leigh S. Smith L. S.
 Richard B. Smith L. S.
 L. S.
 L. S.

We hereby approve the above extension and agree to same.

✓ THE FIRST NATIONAL BANK of COLUMBIANA, ALABAMA

By Kathy Brasher apm

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

✓ J.N.B.C

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that Richard B. and Leigh S. Smith whose name S 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 11th day of October 1988.

Kathy A. Register
Notary Public
My Commission Expires February 17, 1994

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STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County and State hereby certify that Kathy G. Brasher whose name as Assistant Branch Manager 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 11th day of October 1988.

Kathy A. Register
Notary Public

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

88 OCT 17 PM 2:39

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax \$
2. Mtg. Tax 25.35
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 31.35