

1109

7.50 + 6.00 = 13.50

## 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 Joe E. McKinley and wife Elaine D. McKinley to First National Bank of Columbiana which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 089 at Page 892 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 \$ 5146.83 and, together with interest as said in set out note.

WHEREAS the undersigned Joe E. McKinley and wife Elaine D. McKinley now the owner 8, 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 in 23 installments of \$80.00 beginning on Oct. 16, 1988 and continuing on the same day of each month thereafter until Sept. 16, 1990 when a final payment of \$4,429.16 will be due.

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 8 and seal 1 this 29th day of Sept. 19 88

Joe McKinley L. S.  
Elaine McKinley L. S.  
Elaine McKinley L. S.  
Elaine McKinley L. S.

We hereby approve the above extension and agree to same.

THE FIRST NATIONAL BANK of COLUMBIANA, ALABAMA

By Billy R. Jones L.V.

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

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STATE OF ALABAMA, SHELBY COUNTY

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

Joe McKinley and Elaine McKinley 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 29th day of Sept. 1988

[Signature]  
Notary Public

My Comm. Exp. \_\_\_\_\_

STATE OF ALABAMA, SHELBY COUNTY

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

Billy R. Jones whose name as Senior 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 29th day of Sept. 1988

[Signature]  
Notary Public

My Comm. Exp. \_\_\_\_\_

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

88 NOV 17 AM 9:46

[Signature]  
JUDGE OF PROBATE

1. Dead Tax	\$ _____
2. Mtg. Tax	<u>7.80</u>
3. Recording Fee	<u>5.00</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>13.80</u>