

MORTGAGE EXTENSION AGREEMENT

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that whereas, DR. JOHN D. JUSTICE, hereinafter referred to as MORTGAGEE, is now the owner of that certain mortgage heretofore executed by MARVIN G. AUTRY, SR., to DR. JOHN D. JUSTICE, which mortgage is recorded in the Probate Office of Shelby County, Alabama, in BOOK 118, page 476, and is also the owner of the indebtedness secured by said mortgage, the amount of the principal indebtedness thereby secured being now \$40,000.00; and,

WHEREAS, the undersigned, MARVIN G. AUTRY, SR., is now the owner, subject to said debt and mortgage, of the property described in and conveyed by said mortgage, and MARVIN G. AUTRY, SR., 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:

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NOW, THEREFORE, in consideration of the premises and to evidence the agreement of the parties, the undersigned agrees to pay to the MORTGAGEE or to the successors or assigns of the MORTGAGEE, the said indebtedness as follows:

DUE JUNE 3, 1989. IF NOT PAID IN FULL ON OR BEFORE THAT DATE, MORTGAGOR TO ENTER INTO INSTALLMENT PAYMENT AGREEMENT.

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 hereinaabove described; (2) no lien or encumbrance has been placed upon or attached to said property prior to the lien of the mortgage

Dr. John Justice
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Columbianna, Ala
35051

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 or 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.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 13th day of MARCH, 1989.

March 13, 1989
 40,000 Snd Note
 4,000 Interest for 1989

 44,000 Due June 1st 1989
 Plus Interest for March, April and May of 1989.

Marvin G. Autry, Sr.

 Marvin G. Autry, Sr.

John D. Justice

 Dr. John D. Justice

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that MARVIN G. AUTRY, SR., whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13th day of March, 1989.

Carol Jarris

Notary Public

STATE OF ALABAMA
SHELBY COUNTY

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I, the undersigned authority in and for said County, in said State, hereby certify that Dr. John D. Justice, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official sel, this the 13th day of March, 1989.

Carol Jarris

Notary Public

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

89 MAR 13 AM 8:56

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Dead Tax	\$	<u> </u>
2. Mtg. Tax		<u>600</u>
3. Recording Fee		<u>750</u>
4. Indexing Fee		<u>100</u>
TOTAL		<u>6850</u>