

9.30

### MORTGAGE EXTENSION AGREEMENT

3231

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 John A. Chesser, Jr. to First National Bank of Columbiana which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 445 at Page 837-840 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 \$ 177.20 (which is the amount of one payment being extended).

WHEREAS the undersigned John A. Chesser, Jr. now the owner, 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, on the 27th day of March 1984, John A. Chesser, Jr. executed a mortgage and a promissory note to the First National Bank of Columbiana in the principal amount of \$ 21,264.00 which said sum was payable in 120 installments of \$ 177.20 each; said installment commencing on the 1st day of May, 1984. Whereas, one of said payments in the amount(s) of \$ 177.20 was (were) due on the 1st day of February, 1988 and said debtor desires to have the time of payment of said installment (s) extended to the 1st day of May, 1994; and whereas said Bank does agree for the date for the payment of said installment(s) to be extended as provided for above.

BOOK 261 PAGE 65

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 Mortgages 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 20th day of February 1988.

John A. Chesser Jr. L. S.  
L. S.  
L. S.  
L. S.

We hereby approve the above extension and agree to same.

✓ J.N.B.C  
In witness

THE FIRST NATIONAL BANK of COLUMBIANA, ALABAMA  
By [Signature]

Note: (Original maker and endorser, 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 John A. Chesson, Jr. 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, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of September 1989.

[Signature]  
Notary Public

MY COMMISSION EXPIRES MARCH 24, 1993

BOOK 261 PAGE 66

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County and State hereby certify that Sue Runions whose name as Branch Manager & Asst. Cashier 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 26th day of September 1989.

[Signature]  
Notary Public

MY COMMISSION EXPIRES MARCH 24, 1993

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS

89 OCT 11 PM 3:06

[Signature]  
JUDGE OF PROBATE

1. Deed Tax	-----	\$	<u>1.30</u>
2. Mtg. Tax	-----	\$	<u>5.00</u>
3. Recording Fee	-----	\$	<u>3.00</u>
4. Indexing Fee	-----	\$	<u>1.00</u>
5. No Tax Fee	-----	\$	<u>1.00</u>
6. Certified Stamp Fee	---	\$	<u>1.00</u>
Total	-----	\$	<u>9.30</u>