

72-807512

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65.10
MORTGAGE EXTENSION AGREEMENT
ON AN ADJUSTABLE RATE MORTGAGE

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 Craig A. Lamar a/k/a Craig Allen Lamar and Wife Loray M. Lamar a/k/a Loray Moore Lamar to First National Bank of Columbiana

which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume 219 at Page 427-437 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 \$ 37,405.69 and any interest which may have accrued due to the extension of these payments for you on this date 1-26-90 in the amount of \$933.34

WHEREAS the undersigned Craig A. Lamar a/k/a Craig Allen Lamar and wife Loray M. Lamar a/k/a Loray Moore Lamar, 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:

WHEREAS, on the 24th day of Dec. 1988, Craig Allen Lamar and wife Loray Moore Lamar executed a mortgage and a promissory note to the First National Bank of Columbiana in the principal amount of \$ 37,863.17, which said sum was payable in 180 installments of \$466.67 each; said installments commencing on the 23rd day of Jan. 1989. WHEREAS, 2 of said payments in the amount of \$933.34 were due on the 23rd day of DEC/Jan, 1989-90 and said debtor desires to have the time of payments of said installments extended to the 23rd day of DEC/JAN. 2003-2004; and WHEREAS, said Bank does agree for the date for the payments of said installment to be extended as provided for above.

279 PAGE 841
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 and seal on this 26th day of Jan. 1990

Craig A. Lamar a/k/a Craig Allen Lamar L. S.
Loray M. Lamar a/k/a Loray Moore Lamar L. S.

We hereby approve the above extension and agree to same.

THE FIRST NATIONAL BANK of COLUMBIANA, ALABAMA

By

7. N. B. C. Col.
Note: (Original maker and endorser 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 Graig A. Lamar A/K/A
Craig Allen Lamar and wife Loray M. Lamar A/K/A Loray Moore Lamar they whose name signed to the foregoing agree-
ment, and who are known to me acknowledged before me on this day that, being informed of the contents of
the agreement, are executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of January 1990.

Tracy S. Bentley

Notary Public

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

90 FEB 22 AM 9:31

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

MY COMMISSION EXPIRES JULY 28, 1993

1. Deed Tax	\$	
2. Mtg. Tax	\$	56.25
3. Recording Fee	\$	5.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	65.25

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County and State hereby certify that J. D. Wyatt
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 26th day of January 1990.

Tracy S. Bentley

Notary Public

MY COMMISSION EXPIRES JULY 28, 1993