

FROM 1ST NAT'L BANK COL 3

11.22.1989 16:29

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# **MORTGAGE EXTENSION AGREEMENT**

31.50

**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 Mortgagor, is now the owner of that certain mortgage heretofore executed by \_\_\_\_\_  
- - - Donald W. Shirley and wife, Nancy Lynette Shirley  
to .... F.N.B. of Columbiana-Inverness  
which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume .... 249 .... at Page... 692 of  
Deed and Mortgage, and is also the owner of the indebtedness secured by said mortgage, the amount of the principal indebtedness  
thereby secured being now \$15,000.00

WHEREAS the undersigned, Donald W. Shirley and wife, Nancy Lynette Shirley, now the owner of, subject to said debt and mortgage, of the property described in and conveyed by said instrument, and they requested the Mortgagor to grant an extension on the date of payment of said mortgage indebtedness and to make the same payable as hereinafter set forth, and the Mortgagor has agreed to grant such extension upon the following conditions hereinafter stated:

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

DUE IN FULL ON MAY 24, 1990.

The Mortgagor 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 Mortgagor the mortgage indebtedness hereinabove described or has succeeded to the rights of the herein named (whether such Mortgagor be designated in the mortgage hereinabove described or has succeeded to the rights of the Mortgagor by the transfer and assignment of the Mortgage Indebtedness) every right, privilege and benefit conferred upon the Mortgagor by the transfer and assignment of the Mortgage Indebtedness; (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 Mortgagor; (7) the acceleration provision in said mortgage remains 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 hands and seals this 23rd day of February 1890

hand and seal this 20th  
of June 1890  
  
Rosalie Shirley  
  
Nancy Lynette Shirley  
J. S.  
J. S.

I fully approve the above extension and agree to same.

THE FIRST NATIONAL BANK OF COLUMBIANA, ALABAMA

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Note: (Optional—check and underline if any revision due to)

Section 1

FROM 1ST NAT'L BANK CUL 3

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STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that Donald W. Shirley and wife,  
Nancy Lynette Shirley, whose names are \_\_\_\_\_ 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, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this

23rd day of February 1990

Notary Public

*Jean Dale*

MY COMMISSION EXPIRES MARCH 24, 1993

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BOOK

STATE OF ALABAMA, SHELBY COUNTY

I, the undersigned authority in and for said County and State hereby certify that Sue Reinson,  
whose name as Branch Mgr. & 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

23rd day of February 1990

Notary Public

*Jean Dale*

MY COMMISSION EXPIRES MARCH 24, 1993

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

90 MAR -9 PM 1:07

*J. Thomas L. Johnson, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	\$ 22.50
2. Mtg. Tax	\$ 5.00
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ .50
5. No Tax Fee	\$ .00
6. Certified Fee	\$ .50
Total	\$ 31.50