

142.95

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 David "Spud" Bishop General Contractors, Inc. to First National Bank of Columbiana

which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Volume Real 208 at Page 495 of Deeds and Mortgages, and is also the owner of the indebtedness secured by said mortgage, the amount of the principal indebtedness according to the terms and conditions of said thereby secured being now \$ 89,238.51 : and, note and any renewals or extensions thereof;

WHEREAS the undersigned David "Spud" Bishop General Contractors, Inc. now the owner he has , subject to said debt and mortgage, of the property described in and conveyed by said mortgage, and 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:
Eleven (11) monthly installments in the amount of \$1,077.57 beginning on November 4, 1990 and one (1) final installment in the amount of \$87,039.54 . Said installments will be on the same day of each month until October 4, 1991 when a scheduled balloon renewal of \$87,039.54 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 I have hereunto set my hand and seal this 22nd day of October 19 90.

DAVID "SPUD" BISHOP GENERAL CONTRACTORS, INC.
BY: David Bishop L. S.
David Bishop L. S.
President L. S.

We hereby approve the above extension and agree to same.

THE FIRST NATIONAL BANK of COLUMBIANA, ALABAMA

By Kathy Risher ABM

Note: (Original maker and endorser 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 _____
_____ whose name _____ signed to the foregoing agree-
ment, and who _____ known to me acknowledged before me on this day that, being informed of the contents of
the agreement, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____ 19____

Notary Public

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STATE OF ALABAMA, SHELBY COUNTY

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

Kathy Brasher whose name as **Assistant Branch Manager**

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 22nd day of October 1990

Gary Alexander
Notary Public

STATE OF ALABAMA I
COUNTY OF SHELBY I

I, the undersigned authority, a Notary Public, in and for said County in said State,
hereby certify that David Bishop whose name as President of David "Spud" Bishop General
Contractors, Inc., a corporation, is signed to the foregoing instrument, and who is known
to me, acknowledged before me on this day that, being informed of the contents of the
instrument, he, as such officer and with full authority, executed the same voluntarily for
and as the act of said corporation.

Given under my hand and official seal, this 22nd day of October, 1990.

Gary Alexander
Notary Public

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

90 DEC 21 AM 11:33

JUDGE OF PROBATE

1. Deed Tax	133.95
2. Misc. Fee	5.00
3. ...	3.00
4. ...	1.00
5. ...	1.00
6. ...	1.00
Total	144.95