

STATE OF ALABAMA
JEFFERSON COUNTY

DATE: April 16, 199

ar 04/28/1992-6195
09:40 AM CERTIFIED
SHELBY COUNTY JUDGE
002 WCD 10.00

AMENDMENT AND EXTENSION AGREEMENT ON PROMISSORY NOTE

This Extension Agreement is by and among David M. Folmar and wife, Sherri H. Folmar, (hereinafter referred to as "Mortgagors"), and Birmingham Federal Savings and Loan Association (hereinafter referred to as "Mortgagee").

PROPERTY: Lot 120, according to the survey of Sandpiper Trail Subdivision, Sector III, as recorded in Map Book 11, page 121 in the Probate Office of Shelby County, Alabama.

W I T N E S S S T H

WHEREAS, on the 29th day of November, 1990, Mortgagors executed a promissory note in the amount of Twenty Five Thousand 00/100 Dollars (\$25,000.00), and Mortgagee did lend said sum to Mortgagors.

WHEREAS, said promissory note is secured by a mortgage on the above identified property in Shelby County, Alabama, said mortgage having been executed on the 22nd day of April, 1988, recorded in the Probate Office of Shelby County, in Book 182, Page 57, and assumed by Mortgagors on May 17, 1990.

WHEREAS, Mortgagors have requested Birmingham Federal Savings and Loan Association to further extend the maturity date on the said promissory note to April 21, 1995, and Birmingham Federal Savings and Loan Association hereby agrees to extend the due date of said promissory note to April 21, 1995.

WHEREAS, Mortgagors have requested that Birmingham Federal Savings and Loan Association allow the note to be paid in 36 additional equal monthly installments of \$441.41 beginning on May 21, 1992 and extending to April 21, 1995.

WHEREAS, Mortgagors hereby certify, swear, affirm, and warrant to Birmingham Federal Savings and Loan Association that there have not been any liens or any encumbrance of any nature placed upon or attached to the property described above, nor have there been any judgments recorded against the property described above, nor are there any unpaid mechanics or materialmen at the time of execution of this instrument.

NOW, THEREFORE, Mortgagors and Birmingham Federal Savings and Loan Association do hereby amend said promissory note by extending the maturity date to April 21, 1995, allowing the note to be paid in 36 additional equal monthly installments of \$ 441.41

beginning on May 21, 1992 and extending to April 21, 1995, all other terms of said note to remain in full force and effect and are ratified and accepted by Mortgagors.

FURTHER, Mortgagors hereto reaffirm, affirm, and ratify all terms and conditions contained in the promissory note dated November 29, 1990, between Mortgagors and Mortgagee and the mortgage securing said note described above.

David M. Folmar

David M. Folmar

Sherri H. Folmar

BIRMINGHAM FEDERAL SAVINGS AND LOAN ASSOCIATION

BV.

ITS: President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David M. Folmar and wife, Sherri H. Folmar, personally appeared before me and are known or proved to me to be the persons, who being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that they executed said instrument for the purposes and uses therein set forth.

Given under my hand and official seal, this the 16th day of April, 1992.

Cecilia Anne Mee
Notary Public

~~My Commission Expires June 23, 1992~~

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SHELBY COUNTY JUDGE OF PROBATE
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