

STATE OF ALABAMA)
SHELBY COUNTY)

REAL ESTATE MORTGAGE AND NOTE MODIFICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned MARY W. MANN, hereinafter referred to as "Mortgagor", and JERRELL MARK BRADLEY and wife, DALE S. BRADLEY, hereinafter referred to as "Mortgagees", do mutually acknowledge as follows:

1. That the Mortgagor heretofore on, to-wit, June 2, 1981, executed and delivered to the Mortgagees a Real Estate Mortgage Note in the amount of \$6,369.75 and a Real Estate Mortgage securing payment of the same, said mortgage encumbering the following described property, situated in Shelby County, Alabama, viz:

Lot 9, of Highland Subdivision, Second Sector, as recorded in Map Book 6, page 34, in the Probate Records of Shelby County, Alabama,

said mortgage having been recorded in Mortgage Book 412, at pages 954-955, Office of Judge of Probate of Shelby County, Alabama.

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2. That interest on said Note and Mortgage has been paid by the Mortgagor and is current, but that no part of the principal indebtedness in the amount of \$6,369.75 has been paid, said sum of \$6,369.75 being the current balance owed by the Mortgagor to the Mortgagees as of June 1, 1982.

For mutual benefits to the Mortgagor and to the Mortgagees and for the further consideration of One Dollar (\$1.00) paid by the Mortgagor to the Mortgagees, the receipt and sufficiency of such consideration being mutually acknowledged by the Mortgagor and the Mortgagees, said Mortgagor and Mortgagees do now mutually agree and covenant as follows:

(A) The Mortgagor will make payments to the Mortgagees in the amount of \$62.80 per month payable on the 1st day of each month, beginning June 1, 1982, and will continue making such monthly payments thereafter until January 1, 1983. Said indebtedness will not bear interest until January 1, 1983, provided the aforesaid monthly payments are made within ten days after they become due.

(B) Assuming that said aforesaid monthly payments are made, the principal indebtedness owed by the Mortgagor to the Mortgagees on January 1, 1983, will be \$5,930.01, which will be paid by the Mortgagor to the Mortgagees

W.S.H.S.

inculcated

in thirty-six equal monthly installments of \$164.72 per month, commencing January 1, 1983, until said sum of \$5,930.01 is paid in full. Said indebtedness will not bear interest after January 1, 1983, provided the aforesaid monthly payments are made within ten days after they become due.

(C) If the Mortgagor becomes in default in making the aforesaid monthly payments, the indebtedness will thereafter bear interest at twelve percent (12%) per annum.

(D) The Mortgagor owns certain other farm property near Wilsonville in Shelby County, Alabama, which is currently being offered for sale. In the event said Mortgagor sells said farm property, she agrees that she will forthwith, at the time of such sale, pay the Mortgagees in full the balance which she owes them on the aforesaid indebtedness at the time of such sale.

3. This Real Estate Mortgage and Note Modification shall modify said Real Estate Mortgage Note and said Real Estate Mortgage recorded in Mortgage Book 412, at pages 954-955, Office of the Judge of Probate of Shelby County, Alabama, as set forth herein, but in all other respects said Real Estate Mortgage Note and said Real Estate Mortgage shall remain in full force and effect until said principal indebtedness of \$6,369.75 is paid in full.

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WITNESS our hands and seals this 1st day of June, 1982.

Mary W. Mann
Mary W. Mann - Mortgagor

Jerrell Mark Bradley
Jerrell Mark Bradley - Mortgagee

Dale S. Bradley
Dale S. Bradley - Mortgagee

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that MARY W. MANN, Mortgagor, whose name 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, she executed the same voluntarily on the day the same bears date.

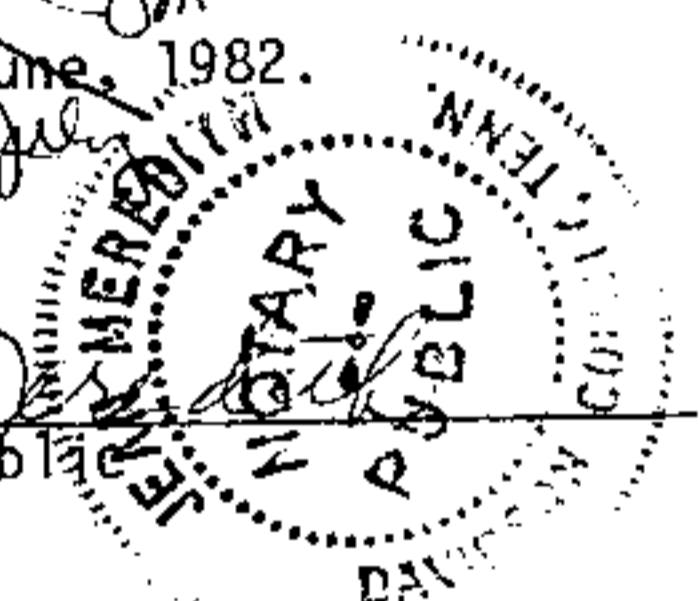
Given under my hand and seal this 30th day of June, 1982.

Janice E. Culver
Notary Public
My Commission Expires July 16, 1983.

STATE OF Tennessee
Davidson COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JERRELL MARK BRADLEY and wife, DALE S. BRADLEY, Mortgagees, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of June, 1982.

[Signature]
Notary Public


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THE PUBLIC SHERIFF CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

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[Signature]
JUDGE OF PROBATE