

THIS AGREEMENT made this 29th day of December, 1982,
 by and between FLOYD O LOHR, JR and SUSAN BLAKE LOHR
 (Sellers); GERMANTOWN SAVINGS BANK (Lender); and
ROBERT MILTON CLARK and ANITA M CLARK
 (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original principal sum of \$ Fifty Five Thousand Eight Hundred & No/100 date July 21, 1978, which Note is secured by a Mortgage of same date recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Property Book 380, at Page 827, securing the following described property:

Lot 42, according to the Survey of Dearing Downs, 1st Addition as recorded in Map Book 6, Page 141, in the Probate Office of Shelby County, Alabama. Situated in the Town of Helena, Shelby County, Alabama.

and the Lender now being the owner and holder of said Note and Mortgage; and

WHEREAS, said Mortgage provides that the Lender has the right to declare all sums secured by it immediately due and payable upon transfer or sale of the Mortgagors' interest in the property, but that such right may be waived by Lender if prior to the transfer of said property Lender and the Purchaser of the property reach agreement in writing that the credit of such persons is satisfactory to the Lender and that the interest rate payable on the sum secured by it shall be at a rate Lender shall request; and

WHEREAS, Sellers have conveyed or are about to convey the said real property described in said Mortgage to the Purchasers, and Lender has been requested to release the Sellers from all liability under said Note, and Mortgage under the terms and conditions herein-after set forth;

NOW, THEREFORE, in consideration of the premises and of the agreement set forth herein, it is hereby agreed as follows:

1. Lender does hereby consent to the sale and conveyance of the property conveyed under Mortgage by Sellers to Purchasers and the substitution of Purchasers in the place of Sellers in the above-described Note and Mortgage under terms, conditions and provisions of this Agreement.

2. That the credit of the Purchasers is satisfactory to the Lender.

3. That after the January, 1983 payment has been made on said Note, the Sellers are hereby released from further liability under said Note.

4. That the Purchasers will jointly and severally join in the execution of the original Note as co-makers thereof if so requested by the Lender and and hereby covenant, and agree: (a) That the interest rate payable upon said Note and Mortgage shall hereafter be at the rate of 12½ per cent and that Purchasers shall pay said Note in installments at the times, in the manner and in all respects as therein provided, and further, assume full liability for payment of the indebtedness as evidenced by the Note and Mortgage at the rate of 12½ per cent per annum on the remaining principal balance of the Note, that balance being \$ 53,949.23, said payments to be made at the principle office of the Lender in consecutive monthly installments of \$ 586.32, on the 1st day of each month beginning February, 1983, until the entire indebtedness is fully paid.

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Real Estate Title Co. Inc.

(b) To perform each and all of the obligations provided in said Mortgage to be performed by Sellers at the time, and in the manner and in all respects as therein provided; and

(c) To be bound by each and all the terms and provisions of said Mortgage, as though said Note and Mortgage, had originally been made, executed and delivered by Purchasers.

5. That the real property together with all improvements thereon described in said Mortgage shall remain subject to the lien, charge or encumbrances of said Mortgage, and nothing herein contained or done pursuant hereto shall effect or be construed to effect the liens, charges, or encumbrances or except as therein otherwise expressly provided to release or effect the liability of any party or parties whomsoever, who may now or hereafter be liable under or on account of said Note and Mortgage.

6. In this Agreement, the singular number includes the plural, and plural number includes the singular.

7. This Agreement applies to and binds all parties hereto and the respective heirs, devisees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the undersigned Sellers and Purchasers, have hereunto set their hands and seals and GERMANTOWN SAVINGS BANK has caused this instrument to be executed by Norman E. Heilenman as its Vice President and attested by Mary L. Winstanley as its Secretary on the day hereinabove written.

Robert Milton Clark
PURCHASER Robert Milton Clark

Floyd O. Lohr, Jr.
SELLER Floyd O. Lohr, Jr.

Anita M. Clark
PURCHASER Anita M. Clark

Susan Blake Lohr
SELLER Susan Blake Lohr

BY: Norman E. Heilenman
Norman E. Heilenman

As its Vice President

ATTESTED:

BY: Mary L. Winstanley
Mary L. Winstanley

As its Secretary

STATE OF ALABAMA)
JEFFERSON County)

I, the undersigned _____, a Notary Public in and for said County in said State, do hereby certify that Robert Milton Clark and Anita M. Clark, respectively of Birmingham, AL 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 said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

GIVEN under my hand and official seal of office this 29th day of December, 19 82.

[Signature]
Notary Public, _____ County

My Commission expires 8-26-83

STATE OF ALABAMA)
)
JEFFERSON County)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Floyd O. Lohr, Jr. and Susan Blake Lohr, 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 said instrument, they executed the same voluntarily on the day of the same bears date.

GIVEN under my hand and official seal this the 29th day of December 19 82.

[Signature]
Notary Public

My Commission expires 8-26-83

STATE OF PENNSYLVANIA)
)
MONTGOMERY County)

I, Rosemarie C. Briddes, a Notary Public in and for said County in said State, do hereby certify that Norman E. Heilenman and Mary L. Winstanley, 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 said instrument, they executed the same voluntarily on the day of the same bears date.

GIVEN under my hand and official seal this the 14th day of January 19 83.

ref588/79

Rosemarie C. Briddes
Notary Public
ROSEMARIE C. BRIDDES, Notary Public
Lower Merion Twp., Montgomery Co.
My Commission Expires March 19, 1984

FILED IN A. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1983 FEB -3 AM 10:01

Thomas A. Snodgrass, Jr.
JUDGE OF PROBATE

Rec. 450
Ind. 100
550

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FOR THE INVESTOR