

STATE OF ALABAMA

SHELBY COUNTY

NOTE AND MORTGAGE CREDIT AGREEMENT

Memorandum of Agreement made and entered into by and between Joel Elvin Green and wife, Willie Mae B. Green, hereinafter called Mortgagors, and Atlas Credit Corporation, a corporation, hereinafter called Mortgage Assignee, on this 1st day of September, 1965.

October,

WITNESSETH:

Whereas, the Mortgagors did, on, to-wit, the 2nd day of October, 1964, execute to Assured Mortgage Funds, Inc., a corporation, a note and a mortgage conveying certain property situated in Shelby County, Alabama, which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 290 on page 293, reference hereby made to said record for a particular description of said property; and

Whereas, said Assured Mortgage Funds, Inc., a corporation, subsequently transferred and assigned said mortgage and note, together with the debt thereby secured, and all interest in and to the lands and property conveyed by said mortgage, to Atlas Credit Corporation, the Mortgage Assignee, as shown by instrument recorded in said Probate Office in Deed Book 232 on page 548; and

Whereas, the Mortgagors and Mortgage Assignee mutually acknowledge that part of the indebtedness evidenced by said mortgage has been paid and part remains unpaid and that the Mortgagors are entitled to receive certain credits thereon; and

Whereas, the Mortgagors and Mortgage Assignee are mutually desirous of settling certain matters of past disagreement and of establishing the current balance due on said mortgage and note and the manner in which the same shall be repaid, all without releasing the said property particularly described in said mortgage from the lien of said mortgage,

NOW THEREFORE, in consideration of these premises, and in consideration of the benefit accruing to the respective parties hereto by the execution of this agreement, and in further consideration of the sum of One Dollar(\$1.00) paid to the Mortgage Assignee by the Mortgagors, the receipt whereof is hereby acknowledged, it is hereby agreed by the Mortgagors and Mortgage Assignee as follows:

1. That the principal balance due on said mortgage as of this date is Two Thousand Three Hundred Eighty One Dollars and 72 cents (\$2,381.72).
2. That said balance due on said mortgage as of this date shall be repaid by the borrowers, together with interest at six per cent per annum on

the unpaid balance, in forty one (41) installments of Seventy One Dollars and no cents (\$71.00), and one installment (the last) of Forty Two Dollars and Thirty Three cents (\$42 .33), the first installment due October 25, 1965, and the remaining installments due on the 25th day of each successive month thereafter for said number of forty two (42) months.

3. That the Mortgage Assignee will release the Plymouth, 4-door Sedan, Fury, Motor No. 331711394 from said mortgage and from the lien and encumbrance thereof when the principal balance on said mortgage and note has been reduced to One Thousand Three Hundred Eighty One Dollars and Seventy Two cents (\$1,381.72).

4. That, except as modified by this agreement, all of the conditions, obligations, agreements and stipulations made in the original mortgage and note shall remain in full force and effect, and especially those provisions set forth in said mortgage in regard to default and foreclosure.

IN WITNESS WHEREOF, the parties hereto and hereunder have set their hands and seals in duplicate, on the day and date hereinabove first written.

ATLAS CREDIT CORPORATION

BY V. Friscia  
Mortgage Assignee Ass't Vice-Pres.

Joel Elvin Green  
Joel Elvin Green, Mortgagor

Willie Mae B. Green  
Willie Mae B. Green, Mortgagor

STATE OF PENNSYLVANIA

Montgomery COUNTY

I, Blanche G. Madley, a Notary Public in and for said County in said State, hereby certify that V. Friscia whose name as Ass't. Vice President of Atlas Credit Corporation, a corporation, is signed to the foregoing Note and Mortgage Credit Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Note and Mortgage Credit Agreement, 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 the 1st day of September, 1965.

Blanche G. Madley  
Notary Public

Notary Public, Cheltenham, Pa.  
My Commission Expires June 22, 1969.



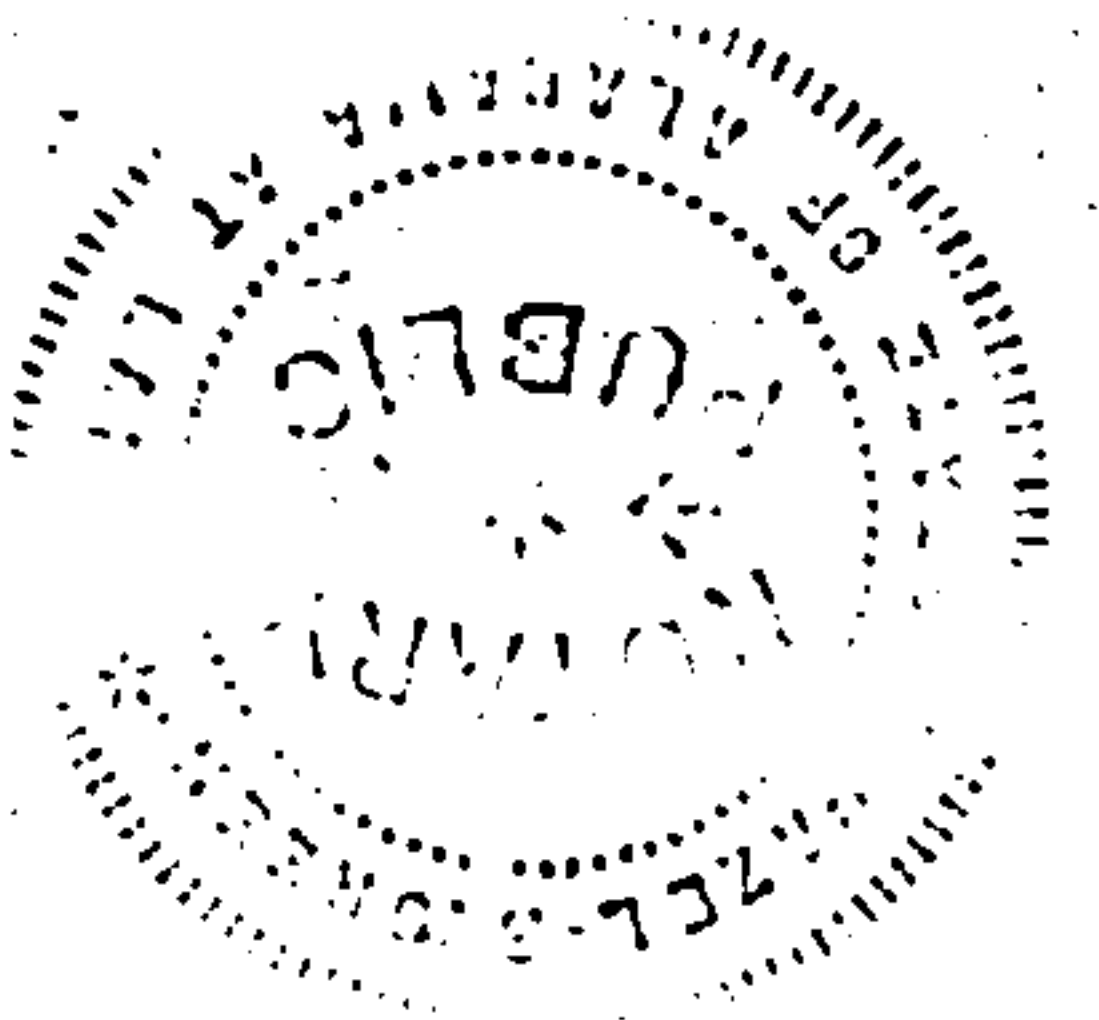
STATE OF ALABAMA

SHELBY COUNTY

I, Hazel B. Green, a Notary Public in and for said County and State, hereby certify that Joel Elvin Green and wife, Willie Mae B. Green, whose names are signed to the foregoing Note and Mortgage Credit Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Note and Mortgage Credit Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 20 day of September, 1965.

Hazel B. Green  
Notary Public



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 10/4 1965  
RECORDED & \$       LRG TAX  
& \$       DEED TAX HAS BEEN  
PAID ON THIS INSTRUMENT.  
Conrad M. [Signature]  
JUDGE OF PROBATE