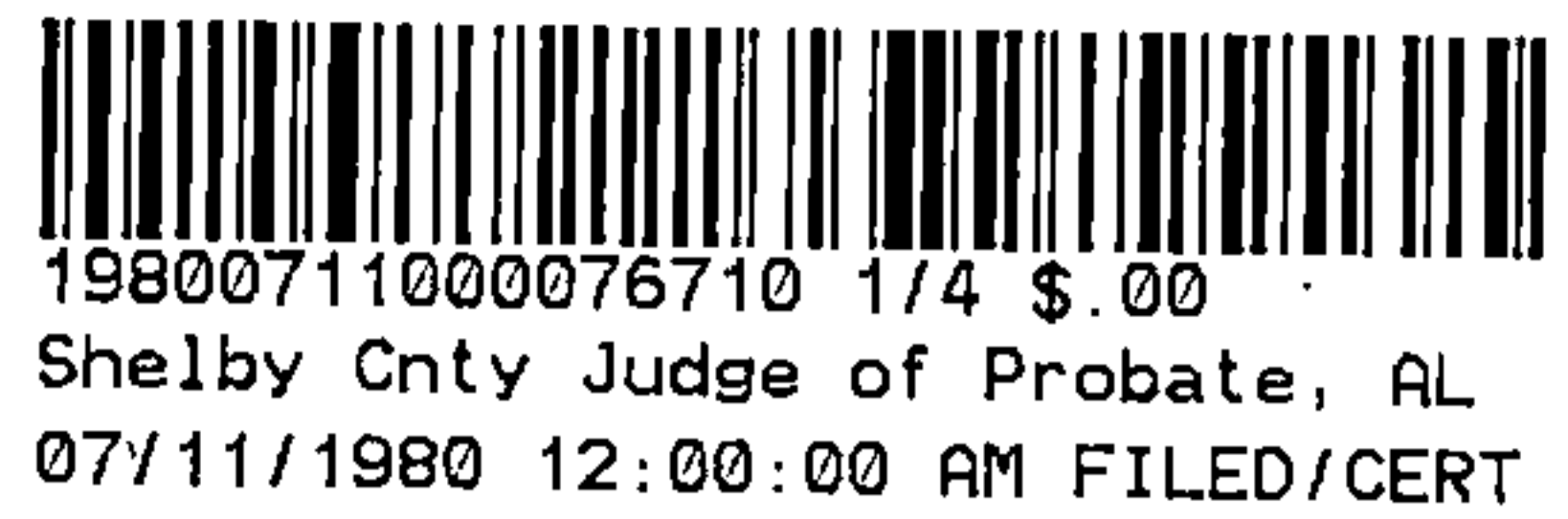


STATE OF ALABAMA)

JEFFERSON COUNTY)



AGREEMENT BETWEEN BANK OF THE SOUTHEAST
AND LEWIS BUILDING COMPANY, A PARTNERSHIP COMPOSED
OF JOHN C. LEWIS, JR. AND SAMUEL W. LEWIS

WHEREAS, Lewis Building Company, a partnership composed of partners John C. Lewis, Jr. and Samuel W. Lewis, is justly indebted to the Bank of the Southeast in the principal sum of \$80,000.00, plus interest, evidenced by a promissory note dated, to-wit, January 6, 1978, secured by a first mortgage on real estate recorded in Volume 373, page 474, in the Probate Court of Shelby County, Alabama; and

WHEREAS, said note is now in default and in order to avoid foreclosure the partnership, with the consent and agreement of the bank, desires to execute a warranty deed in lieu of foreclosure to the bank with a credit of \$85,000.00 on said indebtedness and to execute contemporaneously therewith a note for \$ 5,000.00 on the bank form designated Note, Security Agreement and Disclosure, representing the balance owed on said indebtedness to the date of this agreement and title insurance cost, payable 90 days from date with interest at 1% over the prime rate floating, and also to transfer and convey to the bank the equity of redemption in said property described in said mortgage to be included in said warranty deed and also by a separate quit claim deed executed subsequent to said warranty deed;

W I T N E S S E T H :

Now, therefore, in consideration of the premises, the bank and the partnership agree as follows:

1. That the partnership shall execute as grantor to the bank as grantee a warranty deed signed on behalf of the

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Bank of the South East

partnership by both partners constituting all of the partners
of said partnership conveying the following described property:

Lot 23, according to the survey of Riverchase
Country Club, First Addition, as recorded in
Map Book 6, page 143, in the Probate Office of
Shelby County, Alabama.

subject to the following:

3. Taxes due in the year 1980 which are a lien
but not due and payable until October 1, 1980.
4. 10' Easement on rear & east and 15' Easement
on east as shown by recorded map.
5. Mineral & mining rights and rights incident
thereto recorded in Vol. 127, page 140, in
the Probate Office of Shelby County, Alabama,
and in Vol. 339, page 532, in the Probate
Office of Jefferson County, Alabama, Bessemer
Division.
6. Restrictions recorded in Misc. Vol. 14, page
460; Misc. Vol. 14, page 536, Misc. Vol. 15,
page 189; Misc. Vol. 17, page 550; and Misc.
Vol. 15, page 702 and Misc. Vol. 22, page
758, in the Probate Office of Shelby County,
Alabama.
7. Right of way recorded in Vol. 305, page 293,
in the Probate Office of Shelby County,
Alabama.
8. Easement to South Central Bell recorded in
Vol. 300, page 254, in the Probate Office of
Shelby County, Alabama.

and in addition thereto, conveying, transferring and assigning,
the privilege of the equity of redemption, statutory and otherwise,
and all rights in and to said equity of redemption.

2. The partnership agrees to execute subsequent to
said warranty deed a quit claim deed conveying to the bank
the privilege of equity of redemption, statutory or otherwise,
and all rights in and to said equity of redemption.

3. The partnership agrees to execute a promissory note
to the bank in the amount of \$ 5,000.00 payable as
follows: 90 days from date of execution with interest at 1%
above the prime rate floating, representing the balance of said
indebtedness and in addition thereto, the cost of title insurance
in the amount of \$263.00.



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Shelby Cnty Judge of Probate, AL
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4. The bank agrees to credit on said indebtedness of the partnership \$85,000.00 and the bank and the partnership agree that the bank at its option can continue to hold said mortgage recorded in Volume 373, page 474, unsatisfied and unpaid reserving all rights as mortgagee thereunder, until such time as the bank desires to satisfy and pay said mortgage; and that the bank shall assert no other claim of liability thereunder against the partnership other than the balance of the debt recognized in said note executed contemporaneously herewith.

IN WITNESS WHEREOF, the bank, by its duly authorized officer and the partnership by all of its partners have executed this agreement on this 27th day of June, 1980.

BANK OF THE SOUTHEAST

By J. Barry Sellers
Its President

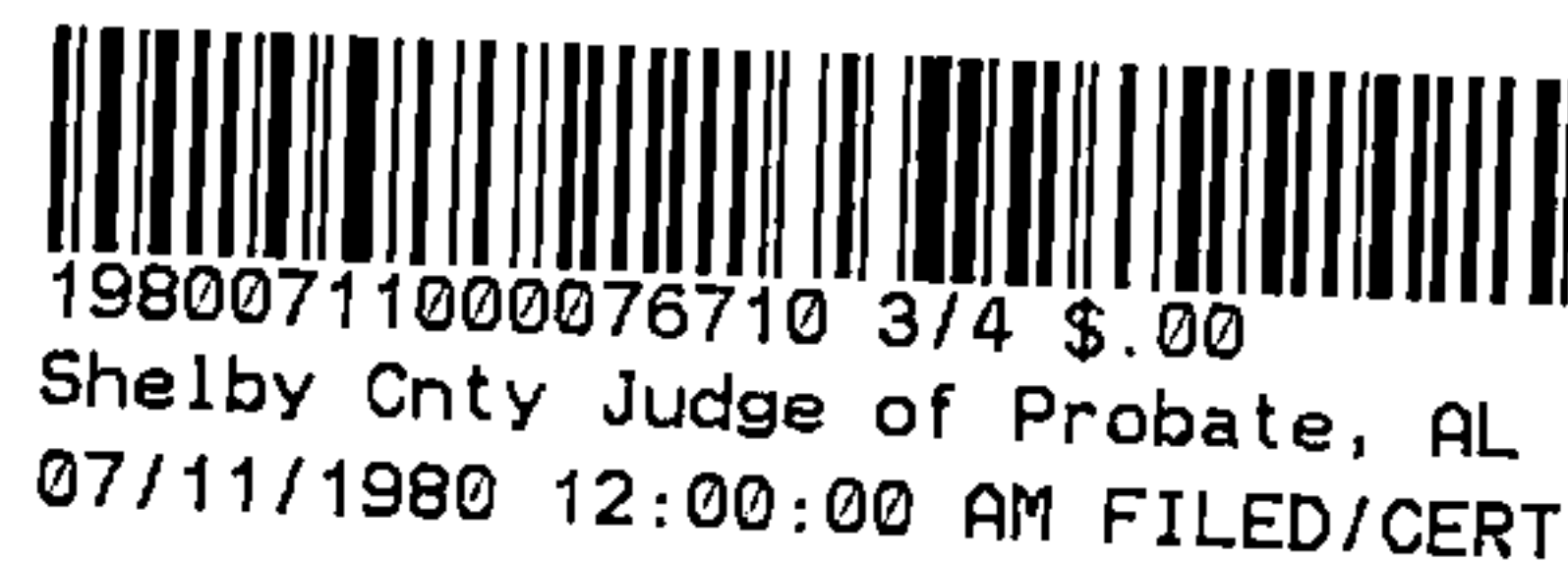
LEWIS BUILDING COMPANY, a partnership

By John C. Lewis, Jr.
John C. Lewis, Jr., Partner

By Samuel W. Lewis
Samuel W. Lewis, Partner

STATE OF ALABAMA)

JEFFERSON COUNTY)



I, Dana Shrader, a Notary Public in and for said County, in said State, hereby certify that J. Barry Sellers whose name as President of Bank of the Southeast, a corporation, 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 corporation.

Given under my hand and official seal, this the 27th day of June, 1980.

Dana Shrader
Notary Public

STATE OF ALABAMA)

JEFFERSON COUNTY)

MY COMMISSION EXPIRES SEPTEMBER 1, 1983

I, Dana SHrader, a Notary Public in and for said County, in said State, hereby certify that John C.


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Lewis, Jr. and Samuel W. Lewis, partners of Lewis Building Company, a partnership, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they, as such partners and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the 27th day of June, 1980.

Dana Phader
Notary Public

MY COMMISSION EXPIRES DECEMBER 31, 1983


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Shelby Cnty Judge of Probate, AL
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STATE OF ALA. SHELBY CO.
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Judge of Probate

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