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ENGEL MORTGAGE CO. INC.
P.O. Box 847
BIRMINGHAM, ALABAMA 35201

192

AGREEMENT TO INCREASE INTEREST RATE

This Agreement made this 7th day of January, 19 81, by and between Peter M. Cooper and Barbara J. Cooper and Edmond T. and Nancy C. Miller (hereafter "Borrower") and The First National Bank of Birmingham (hereafter "Lender).

Whereas the Borrower is obligated and liable for payment to Engel Mortgage Company, Inc. of their promissory note in the original principal sum of --Forty-five Thousand and no/100---------------------------- ($ 45,000.00) dated August 15, 1979, which note is secured by a mortgage dated August 15, 1979, which is on file and of record in the office of the Judge of Probate of Shelby County, State of Alabama, in Book 395 at Page 388, reference to which is hereby made, and The First National Bank of Birmingham now being owner and holder of said promissory note and mortgage; and

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Whereas the Borrower is desirous of selling the property described in the above mortgage.

Now, therefore, in consideration of Lender's hereby obligating itself to release Borrower from his above indebtedness to Lender on Lender's approval of the credit of the person to whom Borrower desires to sell the property, Borrower(s) and Assumptor(s) agree that the interest on the remaining principal balance of -Forty-four Thousand Seven Hundred Twelve and 80/100-------------------------- ($ 44,712.80) shall be 13.5 percent per annum and Assumptor(s) hereby obligates itself to pay that increased amount of interest on the remaining principal balance until the indebtedness is paid in full, according to the terms of the promissory note, or until Lender otherwise releases Assumptor from the Indebtedness.

LENDER:

BY: [signature]

Vice President (Title)

BORROWERS:

[signature]

[signature]

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ASSUMPTORS

[signature]

[signature]

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Shelby Cnty Judge of Probate, AL
03/04/1981 12:00:00 AM FILED/CERT