


AGREEMENT

STATE OF ALABAMA)

JEFFERSON COUNTY)



19810831000093790 1/3 \$.00  
Shelby Cnty Judge of Probate, AL  
08/31/1981 12:00:00 AM FILED/CERT

THIS AGREEMENT, made and entered into as of the 28th day of April, 1981, by and between BIRMINGHAM TRUST NATIONAL BANK, a national banking association ("Bank") and SHELBY MART, LTD., an Alabama limited partnership ("Borrower").

R E C I T A L S :

WHEREAS, on the 28<sup>th</sup> day of March, 1979, Borrower executed and delivered to Bank its promissory note in the principal sum of Two Hundred Twenty-five Thousand and no/100 (\$225,000) Dollars payable to the order of Bank, bearing interest from such date at the rate provided in said note, payable in such amounts and to become due as provided therein, with any indebtedness thereby secured, if not sooner paid, to be due and payable in full on April 28, 1984, said note evidencing a loan by Borrower from Bank, and secured by a mortgage of even date therewith on real estate situated in the City of Pelham, Shelby County, Alabama, and recorded in Real Book 389, Page 980, et. seq., in the Probate Office of Shelby County, Alabama (the "Note" and "Mortgage", respectively); and

WHEREAS, Borrower has requested of Bank, as the holder of the Note, an extension and renewal of the Note upon the terms hereinafter provided for, and Bank is agreeable to such extension and renewal upon the terms hereinafter provided for.

NOW, THEREFORE, PREMISES CONSIDERED, it is hereby agreed as follows:

1. That the unpaid principal balance owed by Borrower on the Note as of April 28, 1981, the effective date of this Agreement, was One Hundred Forty-six Thousand Eight Hundred Eighty-nine and 52/100 (\$146,889.52) Dollars. Borrower hereby acknowledges and confirms that the current balance of indebtedness evidenced by the Note is now due and owing the Bank in accordance with the terms of the Note, and that there are no offsets, credits or counterclaims against or with respect to said indebtedness.

B.I.N.B.  
Att. Sandra Sharp

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2. That the Note be and it hereby is amended to provide that it should be paid in installments as follows:

MONTHLY INSTALLMENTS: Principal and interest in installments of Four Thousand Two Hundred Ninety-four and 90/100 (\$4,294.90) Dollars or more on the twenty-eighth (28th) day of each consecutive month beginning on the 28th day of May, 1981, and continuing on the 28th day of each consecutive month thereafter until the 28th day of April, 1984, on which day the unpaid principal balance on the Note, together with the unpaid interest due thereon, shall become due and payable.

INTEREST: Interest on the Note shall remain at the rate of eight and three-fourths (8-3/4%) percent per annum on the principal balance outstanding. Each monthly payment shall be applied first to interest then due and the balance of each monthly payment shall be applied to principal.

3. That the Bank is hereby authorized and directed by Borrower to attach a copy of this Agreement to the Note and to stamp or type upon the Note the following reference to this Agreement:

"This Note has been amended by Agreement as of the 28th day of June, 1981, a copy of which Agreement is attached hereto and made a part hereof."

4. That no rights of the Bank with respect to the loan evidenced by the Note, the Mortgage, any endorsement or guaranty of the Note, or any other agreements or documents executed and/or delivered in connection with the loan evidenced by the Note, or any instrument evidencing or collateralizing the same, are or will be, in any manner, released, destroyed, diminished, or otherwise adversely affected by this Agreement, except as expressly provided herein.

5. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

BIRMINGHAM TRUST NATIONAL BANK,  
a national banking association

By: Andy Morris  
ITS: Mortgage Loan Officer

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SHELBY MART, LTD., an Alabama limited partnership

By: James H. White, III  
James H. White, III  
General Partner

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Andy Morris, whose name as Mortgage Loan Officer of BIRMINGHAM TRUST NATIONAL BANK, a national banking association, 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 national banking association.

GIVEN under my hand and official seal this 28 day of August, 1981.

Leslie M. Sharp  
NOTARY PUBLIC  
My Commission Expires Feb. 9, 1982

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that JAMES H. WHITE, III, whose name as General Partner of SHELBY MART, LTD., an Alabama limited partnership, 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 General Partner, and with full authority, executed the same voluntarily for and as the act of said limited partnership.

GIVEN under my hand and official seal this 14<sup>th</sup> day of August, 1981.

My Commission Expires November 14, 1981  
Joan L. Lilly  
NOTARY PUBLIC

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
1981 AUG 31 AM 8:38

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Rec. 4.50  
Ind. 1.00  
5-50

19810831000093790 3/3 \$.00  
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