

THIS AGREEMENT made this 30th day of NOVEMBER, 19 81,

by and between Susan G. Bezouska And _____,
(hereinafter referred to as "Sellers"); FIRST SOUTHERN FEDERAL SAVINGS AND LOAN
ASSOCIATION OF MOBILE (hereinafter called "Lender"); and V. R. Comfort, Jr.
_____ and _____ (hereinafter
referred to as "Purchasers");

WITNESSETH AS FOLLOWS:

WHEREAS, Sellers are obligated and liable for payment to the Lender of
a Promissory Note in the Original principal sum of \$ 57,950.00, dated
July 22, 1980, which Note is secured by a Mortgage dated
July 22, 1980, which said Mortgage is recorded in the Office
of the Judge of Probate of Shelby County, Alabama, in ~~Real Property~~
Book 404, at page 179, securing the following described property:

said realty being more particularly described in said mortgage;

Reference to which is hereby made, and the Lender now being the owner and
holder of said Promissory Note and Mortgage; and

WHEREAS, said Mortgage provides that the Lender has the right to declare
all sums secured by said Mortgage immediately due and payable upon transfer or
sale of the Mortgagors' interest in the property, but that such option to
accelerate may be waived by Lender if prior to the sale or transfer of said
property Lender and the person to whom the property is to be sold or transferred
reach agreement in writing that the credit of such person or persons is satis-
factory to the Lender and that the interest rate payable on the sum secured by
the Mortgage shall be at such rate as Lender shall request; and

WHEREAS, Sellers have sold and conveyed or are about to sell and convey
the real property, together with all improvements thereon, described in said
Mortgage, and the whole thereof to the Purchasers, and both the Sellers and
Purchasers have requested the Lender to release the Sellers from all liability
under or on account of said Promissory Note, the indebtedness evidenced thereby,
and said Mortgage under the terms and conditions hereinafter set forth;

NOW, THEREFORE, In consideration of the premises and of the mutual covenants
and agreement set forth herein, it is hereby understood and agreed as follows:

1. That the Lender does hereby consent to the sale and conveyance of
the land and property conveyed under the aforesaid Mortgage by the aforesaid
Sellers to the said Purchasers and the substitution of said Purchasers in the
place and stead of said Sellers in the above-described Promissory Note and
Mortgage under the hereindescribed terms, conditions and provisions of this
agreement.
2. That the credit of the Purchasers is satisfactory to the Lender.
3. That the Lender hereby covenants that it will not hold the Sellers
liable under or on account of the Promissory Note after the December 1, 1981
payment has been made on said note.
4. That the Purchasers will jointly and severally join in the execution
of the original Promissory Note as co-makers thereof if so requested by the
Lender and hereby covenant, promise and agree: (a) That the interest rate
payable upon said Promissory Note and Mortgage shall hereafter be at the rate
of fifteen (15%) percent and that the Purchasers shall pay said
Promissory Note in installments at the times, in the manner and in all respects
as therein provided, and, further, for considerations herein provided, assume
full liability for payment of the indebtedness as evidenced by the Note and
Mortgage securing the same, at the rate of fifteen percent per annum
on the remaining principal balance of the Note, that balance being \$ 54,900.00,
said payments to be made at the principle office of the Lender in consecutive

Nary L. Blume

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monthly installments of \$ 696.13, on the first day of each month beginning January 1, 19 82, until the entire indebtedness is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the first day of August, 2010.

(b) To perform each and all of the obligations provided in said Mortgage to be performed by the 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 Promissory Note and Mortgage, and each of them, had originally been made, executed and delivered by the Purchasers.

5. That the real property and the whole thereof 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 affect or be construed to affect the liens, charges, or encumbrances, or except as therein otherwise expressly provided, to release or affect the liability of any party or parties whomsoever, who may now or hereafter be liable under or on account of said Promissory Note and the said Mortgage. That the Purchasers acknowledge that they have examined said Promissory Note and Mortgage and a copy of the Promissory Note is attached hereto for information and marked Exhibit "A".

6. In this Agreement, the singular number includes the plural, and plural number includes the singular. If this Agreement shall be executed by more than one person, firm or corporation as Purchaser, the obligations of each such person, firm or corporation hereunder shall be joint and several. The pleading of any statutes of limitation as a defense to any and all obligations and demands secured by or mentioned in said Mortgage is hereby waived by Purchasers to the full extent permissible by law.

7. That this Agreement applies to, inures to the benefit of and binds all parties hereto and the respective heirs, legatees, devisees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, Susan G. Bezouska and

V. R. Comfort, Jr. and
Purchasers, have hereunto set their hands and seals and FIRST SOUTHERN FEDERAL SAVINGS AND LOAN ASSOCIATION OF MOBILE, a corporation, has caused this instrument to be executed by

D. J. Alexander, its Exec. Vice President, and

Verla Ledlow, its Secretary, on the day

hereinabove written.

x Susan G. Bezouska
Seller Susan G. Bezouska

Seller

V. R. Comfort, Jr.
Purchaser V. R. Comfort, Jr.

Purchaser

FIRST SOUTHERN FEDERAL SAVINGS AND LOAN
ASSOCIATION OF MOBILE, Mobile, Alabama,
a corporation,

By D. J. Alexander
Its Executive Vice President

By Verla Ledlow
Its Secretary

32520

NOTE

US \$ 57,950.00

Birmingham
City Alabama

July 22 1980

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay FIRST SOUTHERN FEDERAL SAVINGS AND LOAN ASSOCIATION of Mobile, or order, the principal sum of Fifty Seven Thousand Nine Hundred Fifty and No/100 Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of Twelve percent per annum. Principal and interest shall be payable at P.O. Box 16267, Mobile, Alabama 36616 or such other place as the Note holder may designate, in consecutive monthly installments of Five Hundred Ninety Six and 31/100 Dollars (US \$ 596.31), on the First day of each month beginning September 1, 1980. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on August 1, 2010.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

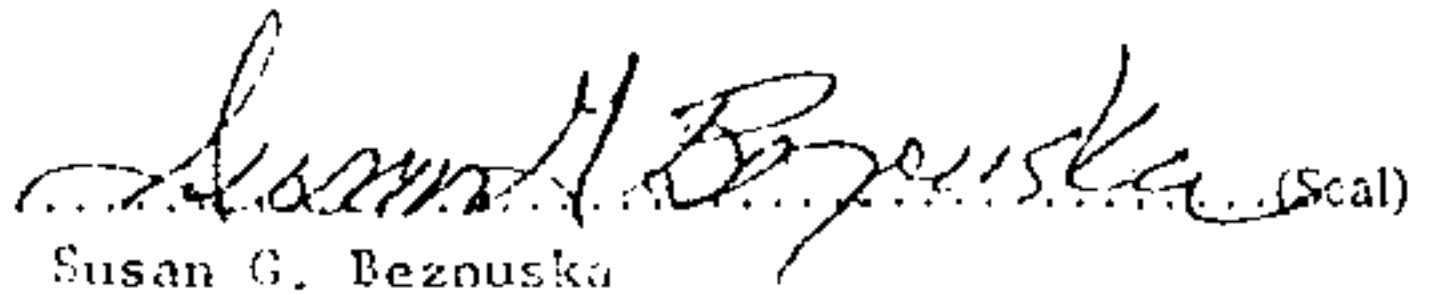
Borrower shall pay to the Note holder a late charge of 5 percent of any monthly installment not received by the Note holder within 15 days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial payments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated July 22, 1980, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

 (Seal)
Susan G. Beznuska

309 Heath Drive (Seal)

Birmingham, Alabama 35243 (Seal)
Property Address

(Execute Original Only)

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FIRST RIDER TO NOTE

U.S. \$ 57,950.00

Birmingham, Alabama

July 22, 1980

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If, within five (5) years from the date of the Note to which this First Rider is attached, Borrower make(s) any prepayment in any twelve (12) month period, beginning with the date of this Note or anniversary date thereof, ("loan year") with money lent to Borrower by a lender other than the Note holder, Borrower shall pay the Note hold (a) during each of the first three (3) loan years 6.00 % of the amount by which the sum of prepayments made in any such loan year exceeds 20% of the original principal amount of this Note and (b) during the fourth and fifth loan years 3.00 % of the amount by which the sum of prepayments made in any such loan year exceeds 20% of the original principal amount of this Note.

In the event of, and upon, purchase of this loan by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or by any Government Agency that prohibits prepayment penalties, the foregoing prepayment charge provision shall be void and this rider shall be detached from the Note.

REAL ESTATE SELLER'S COPY
I CERTIFY THIS
COPIES OF THIS

1981 DEC 29 AM 9:45

Rec. 6.00
Ind. 1.00
7.00

Susan G. Bezouska (SEAL)
Susan G. Bezouska

309 Heath Drive

Thomas B. Saunders, Jr.
VICE PRESIDENT

____ (SEAL)

Birmingham, Alabama 35243
Property Address

____ (SEAL)
(Execute Original Only)