

## AMENDMENT TO NOTE AND MORTGAGE

This Amendment to Note and Mortgage is entered into February 26, 1982 by CLYDE W. PEARCE, JR. and NOBLE W. FENNELL, SR. (together, the "Purchasers") and THE FIRST NATIONAL BANK OF BIRMINGHAM, AS TRUSTEE UNDER THE WILL OF W. G. NICHOLS, DECEASED (the "Seller").

RECITALS

A. On December 3, 1981, the Purchasers and the Seller entered into a Sales Contract (the "Contract") providing for the sale by the Seller and purchase by the Purchasers of certain real estate situated in Shelby County, Alabama (the "Property").

B. The Contract provided for the execution and delivery at closing of a promissory note (the "Note") and purchase money mortgage (the "Mortgage") by the Purchasers in an amount estimated at \$122,500.00. The Contract further provided that the purchase price of the Property would be \$1,600.00 per acre for each acre of fee simple ownership of the Property, to be established by a survey prior to the closing of the sale.

C. Said Note and Mortgage were executed and duly recorded on February 3, 1982 in Mortgage book 418, pages 186-189 prior to completion of said survey.

D. The survey has now been prepared, and the parties wish to amend the Note and Mortgage to reflect the correct purchase money balance, based on a purchase price of \$1,600.00 per acre for 97.1 acres, (less down payment) or \$117,860.00 (One Hundred Seventeen Thousand Eight Hundred Sixty Dollars).

AMENDMENT

NOW, THEREFORE, by mutual agreement of the parties hereto, the Note and Mortgage are hereby amended to change thereto the following:

1. The correct purchase money balance shall be \$117,860.00 (One Hundred Seventeen Thousand Eight Hundred Sixty Dollars).

2. The payment schedule shall be amended as follows:

Payment Schedule

Payment #	Principal Remaining Balance	Payment		Total Amount of Payment
		Principal	Interest	
1. February 3, 1983	\$117,860.00	\$ 2,056.20	\$14,143.20	\$ 16,199.40
2. February 3, 1984	115,803.80	2,302.94	13,896.46	16,199.40
3. February 3, 1985	113,500.86	2,579.30	13,620.10	16,199.40
4. February 3, 1986	110,921.56	2,888.81	13,310.59	16,199.40
5. February 3, 1987	108,032.75	3,235.47	12,963.93	16,199.40
6. February 3, 1988	104,797.28	3,623.73	12,575.67	16,199.40
7. February 3, 1989	101,173.55	101,173.55	12,140.83	113,314.38
		<u>\$117,860.00</u>	<u>\$92,650.78</u>	<u>\$210,510.78</u>

The provisions of this amendment shall modify the Note and Mortgage as described herein.

Except as hereby expressly modified and amended, the Note and Mortgage shall remain in full force and effect in accordance with their terms.

In Witness Whereof, the parties hereto have executed this Amendment on the day and year first above written.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
AMENDMENT WAS FILED

1982 APR -6 PM 2:50

Thomas G. Smathers, Jr.  
JUDGE OF PROBATE

Rec. 1.50  
Incl. 1.00

2.50

Fennell Real Estate  
P.O. Box 4 [redacted] [redacted] 35124

Clyde W. Pearce, Jr.  
Clyde W. Pearce, Jr., Purchaser

Noble W. Fennell, Sr.  
Noble W. Fennell, Sr., Purchaser

THE FIRST NATIONAL BANK OF BIRMINGHAM  
As Trustee Under the Will of  
W. G. Nichols, Deceased.

BY: Henry A. Long Jr.  
Its SENIOR VICE PRESIDENT [redacted] ST. OFFICER

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