

STATE OF ALABAMA)
JEFFERSON COUNTY)

This instrument was prepared by J. W. Patton,
Jr., Stone, Patton & Kierce, Bessemer, Alabama

mortgage extension

THIS AGREEMENT made and entered into on this 15th day
of July, 1982, by and between JOSEPH P. SANDERS,
JR., HELEN G. SANDERS, EDWARD E. BLACKERBY and JOYCE J. BLACKERBY,
(herein called MORTGAGORS), and MARTHA A. DUGGER, MARGARET A.
HATHAWAY, SUE A. PEARSON, BETTY A. GRANGER and EDWARD H. ATCHISON,
(herein called MORTGAGEES), as follows:

WHEREAS, under date of May 22, 1979, Blacsan, Inc., a corp-
oration, purchased certain real estate from Mortgagees and as a
part of the purchase price executed a note for the principal sum
of \$60,000.00 and secured the same by execution to Mortgagees of
a purchase money mortgage, which is of record in Book 391, at page
886, in the Office of the Judge of Probate of Shelby County, Ala-
bama; and

WHEREAS, Blacsan, Inc. thereafter conveyed the real estate
described in such mortgage to Mortgagors who assumed and agreed
to pay the indebtedness which was secured by such mortgage and
Blacsan, Inc. has now been dissolved; and

WHEREAS, the original indebtedness of \$60,000.00, as evidenced
by the mortgage note, bore interest from May 22, 1979, at the rate
of 8% per annum and was payable in four equal annual instalments
of \$18,115.26 each, payable on the 22nd day of May of each year
for four consecutive years, beginning May 22, 1980; each of such
instalments to be credited first to interest on the unpaid prin-
cipal, then to reduction of principal; and

WHEREAS, the May 22, 1980, and May 22, 1981, instalments
were paid but Mortgagors have requested Mortgagees to extend the
time of payment of the May 22, 1982, instalment to May 22, 1984,
and Mortgagees have agreed to such extension on condition that
interest on the indebtedness be paid to May 22, 1982, and that
the interest on the principal portion of the May 22, 1982, in-
stalment payment as provided for in the original note, be increased
from 8% per annum to 12% per annum, to which condition Mortgagors
have agreed;

Thomas M. Paul

The First National Bank of Birmingham
Post Office Box 1426
Birmingham, Alabama 35202

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302X (2-14-54)
302X (2-14-54)

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN MORTGAGORS AND MORTGAGEES AS FOLLOWS:

1. Mortgagors have now paid to Mortgagees the sum of \$2,584.34 which represents the unpaid interest on the unpaid portion of the principal indebtedness to May 22, 1982.

2. The unpaid principal indebtedness, after payment of such sum of \$2,584.34, is \$32,304.26 as of May 22, 1982.

3. The unpaid principal of \$32,304.26 shall be payable in two annual instalments, the first due and payable May 22, 1983 in the amount of \$16,773.34 plus interest on \$16,773.34 from May 22, 1982, at the rate of 8% per annum, and the second due and payable May 22, 1984, in the amount of \$15,530.92, plus interest on \$15,530.92 from May 22, 1982 at the rate of 12% per annum.

4. This agreement merely modifies the terms of payment of the existing indebtedness due from Mortgagors to Mortgagees and extends the maturity thereof from May 22, 1983 to May 22, 1984. No additional funds have been advanced and the mortgage herein described shall continue as security for payment of the indebtedness as modified by this agreement.

5. Except as herein modified and amended all other terms and conditions of said note and mortgage shall remain in full force and effect, and said mortgage is and shall continue to be security for the payment of said indebtedness. This Agreement shall in no wise and to no extent whatever affect, impair or destroy the lien and priority of the mortgage herein described.

IN WITNESS WHEREOF, We have hereunto executed this Agreement this 15th day of July, 1982.

Joseph P. Sanders, Jr. (Seal)
Joseph P. Sanders, Jr.

Helen G. Sanders (Seal)
Helen G. Sanders

Edward E. Blackerby (Seal)
Edward E. Blackerby

Joyce J. Blackerby (Seal)
Joyce J. Blackerby

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Martha A. Dugger (Seal)
Martha A. Dugger

Margaret A. Hathaway (Seal)
Margaret A. Hathaway

Sue A. Pearson (Seal)
Sue A. Pearson

Betty A. Granger (Seal)
Betty A. Granger

Edward H. Atchison (Seal)
Edward H. Atchison

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dale Corley, a Notary Public in and for said County, in said State, hereby certify that JOSEPH P. SANDERS, JR., HELEN G. SANDERS, EDWARD E. BLACKERBY and JOYCE J. BLACKERBY, 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 instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this 23rd day of July, 1982.

NOTARY PUBLIC

Dale Corley
NOTARY PUBLIC

1982 AUG -4 AM 8:33

STATE OF ALABAMA)
JEFFERSON COUNTY)

Thomas A. Shouder, Jr.
JUDGE OF PROBATE

Rec. 7.00
Incl. 1.00
8.00

I, J. W. Patton, Jr., a Notary Public in and for said County, in said State, hereby certify that MARTHA A. DUGGER, MARGARET A. HATHAWAY, SUE A. PEARSON, BETTY A. GRANGER and EDWARD H. ATCHISON, 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 instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this 15th day of July, 1982.

J. W. Patton, Jr.
NOTARY PUBLIC