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Fourteen percent (14 %) per annum, and thereafter said principal and interest shall be due did payable to the Lender, or order, in consecutive monthly installments of principal and interest of \$ 636.35. ch, commencing on September 1 19 82 and payable on the 1st day of each consecutive month thereafter, with each such installment to be credited first to accrued interest and the balance thereof to principal and interest is faily paid. In addition to such monthly installments of principal and interest is faily paid. In addition to such monthly installments of principal and interest is faily paid. In addition to such monthly installments of principal and interest is faily paid. In addition to such monthly installments of principal and interest is faily paid. In addition to such monthly installments of principal and interest is faily paid. In addition to such monthly installments of principal and interest is faily paid. In addition to such monthly installments of principal and interest is faily paid. In addition to such monthly installments of principal and interest is faily paid. 2. Purchasers, jointly and severally, hereby accept and agree to the aforessard modifications of the Note and sasure and agree to keep, fully perform, carry out and abide by the terms and provisions of the Note and Mortgage securing same, as rended and modified as herein set out, and that the same (as herein modified) shall be and fermain in full force and effect, as if the present principal and of the Note had been the original amount evidenced and secured thereby, and as if the original interest rate and installment payments for paid and of the Note had been the original amount evidenced and secured thereby, and as if the original interest rate and installment payments for paid and of the name of the Note and Select of the provisions of the Note and Mortgage and paid and secured thereby, and as if the original provisions of the original amounts and payments for remedies granted to the Lender under the terms and provisions of the orig		_)	S	-5-	.)		
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and be determined to the present principal amount evidenced and secured thereby, and as if the original interest rate and installment payments had and those herein agreed upon by the parties hereto. Each of said parties further agree that nothing contained herein shall in anywise after, affect or agree the rights, powers or remedies granted to the Lender under the terms and provisions of the Note and Mortgage. 4. Selfers hereby warrant to the Lender that they have heretofore duly executed, delivered and filled for record a good and valid deed conveying to the property covered by the Mortgage, and Selfers hereby further transfer, assign, set over and deliver unto Purchasers all of their full and interest in and to any and all escrow deposits presently held by the Lender in connection with said loan. 5. Subject to the provisions in this paragraph, the Lender hereby releases Selfers, jointly and severally, from any further personal obligation of billity to pay the Note and any other charges or amounts required by either the Note or Mortgage; provided, however, that (i) Neither this release nor anything else herein contained shall be deemed to release, alter or affect, in any way, the Mortgage, which shall be and remain in full force and effect: (ii) Meither this release nor anything else herein contained shall be deemed to release. Sellers from any covenants, expressed or implied as selsin, warranty of title or against encumbrances; (iii) In the event there is any mortgage, judgment lien, encumbrance or lien, of any kind (except taxes or special assessments not yet due), right title or interest in the proporty covered by the Mortgage in favor of any party or parties not a party to this Agreement, as of the date of the execution of this Agreement by the Lender, or in the event that the property has not been validly conveyed by Sellers to Purchasers and until any and all parties claiming any right, title, interest, hen or encumbrance in on or to the property described in the Mortgage shall have duly consented t	dified, and further agree to kee	rally, hereby accept and ag p, fully perform, carry out	j ree to the aforesar and a bide by the t	id modifications of erms and provisio	the Note and assume and the	and agree to pay the Mortgage securing	Note as same, as
Processers the property covered by the Mortgage, and Sellers hereby further transfer, assign, set over and deliver unto Purchasers all of their hit, title and interest in and to any and all escrow deposits presently held by the Lender in connection with said loan. 5. Subject to the provisions in this paragraph, the Lender hereby releases Sellers, jointly and severally, from any further personal charges or amounts required by either the Note or Mortgage; provided, however, that the solidity to pay the Note and any other charges or amounts required by either the Note or Mortgage; provided, however, that the solidity to pay the Note and any other charges or amounts required by either the Note or Mortgage; provided, however, that the solid remain in full force and effect: (ii) Neither this release nor anything else herein contained shall be deemed to release. Alter or affect, in any way, the Mortgage, which shall be deemed to release. Sellers from any covenants, expressed or implied as seism, warranty of title or against encumbrances; (iii) In the event there is any mortgage, judgment lien, encumbrance or lien, of any kind (except taxes or special assessments not yet dury, right title or interest in the proporty covered by the Mortgage in favor of any party or parties not a party to this Agreement, as of the date of the execution of this Agreement, by the Lender, or in the event that the property has not been validly conveyed by Sellers to Purchasous and unless and until any and all parties claiming any right, title, interest, lien or encumbrance in on or to the property described in the Mortgage and this Agreement, and any party of the Lender shall have no force or effect, and shall have duly consented to, and joined in, this Agreement, the aforesaid release of Sellers by the Lender shall have no force or effect, and the solid parties claiming any right, title, interest, lien or encumbrance in on or to the property described in the Mortgage and this Agreement are joint and several, and this Agreement, by the Le	lended and modified as herein si lance of the Note had been the i en those herein agreed upon by	et out, and that the same (a original amount evidenced ; the parties hereto, Each of	is her ein modified) and sec ured there I said parti es furthe) shall be and rema by, and as if the l er agree that nothi	iin in full force and effe original interest rate ar ng contained herein sh	ot, as if the present nd installment payn nalf in anywise alter	principal rents had
(ii) Neither this release nor anything else herein contained shall be deemed to release, alter or affect, in any way, the Mortgage, which shall be and remain in full force and effect: (iii) Neither this release nor anything else herein contained shall be deemed to release. Sellers from any covenants, expressed, or implied a seism, warranty of title or against encumbrances; (iii) In the event there is any mortgage, judgment lien, encumbrance or lien, of any kind (except taxes or special assessments not yet due), right title or interest in the proporty covered by the Mortgage in favor of any party or parties not a party to this Agreement, as of the date of the execution of this Agreement by the Lender, or in the event that the property has not been validly conveyed by Sellers to Purchasurs and unless and until any and all parties claiming any right, title, interest, lien or encumbrance in on or to the property described in the Mortgage shall have duly consented to, and joined in, this Agreement, the aforesaid release of Sellers by the Lender shall have no force or effect and (iv). The aforesaid release of Sellers by the Lender shall be effective only from and after the date of execution of this Agreement, and all provisions connect herein, shall be binding upon, and inure to the benefit of, the respective heirs, devisees, personal representatives, successors and assigns of the Lender. IN WITNESS WHEREOF, Sellers, Purchasers and the Lender have executed this instrument, in triplicate, on this 13th (SEAL) Law Agreement, in triplicate, on this 13th (SEAL)	Purchasers the property cover	red by the Mortgage, and S	Seller s he reby forti	her transfer, assid	in, set over and delive	r unto Purchasers a	iveying to ill of their
and remain in full force and effect: (ii) Neither this release nor anything else herein contained shall be deemed to release Sellers from any covenants, expressed or implied assessin, warranty of title or against encumbrances; (iii) In the event there is any mortgage, judgment lien, encumbrance or lien, of any kind (except taxes or special assessments not yet due), right title or interest in the property covered by the Mortgage in favor of any party or parties not a party to this Agreement, as of the date of the execution of this Agreement by the Lender, or in the event that the property has not been validly conveyed by Sellers to Parchasous and until any and all parties claiming any right, title, interest, lien or encumbrance in on or to the property described in the Mortgages shall have duly consented to, and joined in, this Agreement, the aforesaid release of Sellers by the Lender shall have no force or effect and five the aforesaid release of Sellers by the Lender shall be effective only from and after the date of execution of this Agreement by the Lender forms and after the date of execution of this Agreement, and all provisions contend herein, shall be binding upon, and inure to the benefit of, the respective heirs, devisees, personal representatives, successors and assigns of the Lender. IN WITNESS WHEREOF, Sellers, Purchasers and the Lender have executed this instrument, in triplicate, on this 13th 13th 14th 14th 15th 15th 15th 15th	5. Subject to the provisions in fility to pay the Note and any o	this paragraph, the Lender other charges or amounts r	r hereby releases required by either	Sellers, jointly am the Note or Mort	d severally, from any figage; provided, hower	urther personal ob- ver, that	gaasi si
seism, warranty of title or against encumbrances; (iii) In the event there is any mortgage, judgment tien, encumbrance or lien, of any kind (except taxes or special assessments not yet due), right title or interest in the property covered by the Mortgage in favor of any party or parties not a party to this Agreement, as of the date of the execution of this Agreement by the Lender, or in the event that the property has not been validly conveyed by Sellers to Parchasus and until any and all parties claiming any right, title, interest, lien or encumbrance in on or to the property described in the Mortgage shall have duly consented to, and joined in, this Agreement, the aforesaid release of Sellers by the Lender shall have no force or effect and five aforesaid release of Sellers by the Lender shall be effective only from and after the date of execution of this Agreement by the Ferder St. The obligations of Purchasers under the Note. Mortgage and this Agreement are joint and several, and this Agreement, and all provisions contect herein, shall be binding upon, and inure to the benefit of, the respective heirs, devisees, personal representatives, successors and assigns of the Lender N WITNESS WHEREOF, Sellers, Purchasers and the Lender have executed this instrument, in triplicate, on this 13th Tot July 1982 (SEAL) (SEAL) (SEAL)	(i) Neither this release nor an and remain in full force at	lything else herein containe nd effect:	e d shall be dee med	d to release, alter	or affect, in any way, t	he Mortgage, which	h shall bo
title or interest in the property covered by the Mortgage in favor of any party or parties not a party to this Agreement, as of the date of free execution of this Agreement by the Lender, or in the event that the property has not been validly conveyed by Sellers to Purchasurs and unless and until any and all parties claiming any right, title, interest, lien or encumbrance in on or to the property described in the Mortgage shall have duly consented to, and joined in, this Agreement, the aforesaid release of Sellers by the Lender shall have no force or effect, and (iv). The aforesaid release of Sellers by the Lender shall be effective only from and after the date of execution of this Agreement by the Lender forms and after the date of execution of this Agreement, and all provisions contained herein, shall be binding upon, and inure to the benefit of, the respective heirs, devisees, personal representatives, successors and assigns of the Lender. IN WITNESS WHEREOF, Sellers, Purchasers and the Lender have executed this instrument, in triplicate, on this	(ii) Neither this release nor a seisin, warranty of title or	nything else herein contair r against encumbrances;	ned shall be deem	ed to release Sell	ers from any covenant	s, expressed or m	uplied laf
6. The obligations of Purchasers under the Note. Mortgage and this Agreement are joint and several, and this Agreement, and all provisions connect herein, shall be binding upon, and inure to the benefit of, the respective heirs, devisees, personal representatives, successors and assigns of the Lender. In Sellers and Purchasers and the successors and assigns of the Lender. IN WITNESS WHEREOF, Sellers, Purchasers and the Lender have executed this instrument, in triplicate, on this	title or interest in the prop execution of this Agreeme unless and until any and a	ecty covered by the Mortga ent by the Lender, or in the Ill parties claiming any right	age in favor of any e event that the p t, title, interest, he	party or parties neroperty has not be en or engumbrance	of a party to this Agre een validly conveyed b e in on or to the propert	rement, as of the da by Sellers to Purcha ty described in the l	ate of the isurs and Mortgade
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y of July 19 82 K. Dale Adkins (SEAL) Sara Ayers Bagby Bully (SEAL)	ned herein, shall be binding upo	on, and inure to the benefit	of, the respective	ent are joint and s heirs, devisees, p	everal, and this Agree ersonal representative	ment, and all provis s. successors and a	aons con- assions of
K. Dale Adkins (SEAL) Sara Ayers Bagby Bully (SEAL)	Tules	s, Purchasers and the Lende	er have executed t	his instrument, in	triplicate, on this $\frac{1}{2}$.3th	
K. Wale Adkins Sara Ayers Bagby 7 7 1 1 1	y of	19 82					
- +	K. Dale Adkins	Min 2		Sara Ayers	Bagby Bugh	7 15th -	(SEA.)
			/CEAL :		·	T. 60 Y Y Y Y Y Y Y Y	181713

both Sellers and Purchasers and the successors and assigns of the Lender

IN WITNESS WHEREOF, Sellers, Purchasers and the Lender have executed this instrument, in triplicate, on this

13th

day of July 19 82

(SEAL)

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Sellers

Lender: Birmingham Frust National Bank

By

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By

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