

THE STATE OF ALABAMA

COUNTY OF SHELBY

185-

AMENDMENT TO MORTGAGE NOTES AND CONSOLIDATION OF MORTGAGES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, John C. Brown, Jr. and Ted W. Benson, partners d/b/a Brown Acres Poultry & Stock Farm did heretofore on October 25, 1968, execute a certain mortgage note to John C. Brown, Jr. in the original amount of \$68,759.12, plus interest on the unpaid balance at the rate of 4% per annum, payable in monthly installments of \$416.67 for 239 months and \$415.87 for one month; and

WHEREAS, said note was secured by a certain mortgage of even date therewith executed by the said John C. Brown, Jr. and Ted W. Benson, partners d/b/a Brown Acres Poultry & Stock Farm to John C. Brown, Jr. recorded in Book 310, Page 33, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Ted W. Benson and wife, Bettie Benson, did on January 1, 1974, execute a certain note in the amount of \$100,000.00 to John C. Brown, Jr. payable with interest on the unpaid portion thereof from date at the rate of 5% per annum in 25 annual installments of \$7,095.20; and

WHEREAS, said note in the amount of \$100,000.00 is secured by a certain mortgage of even date therewith executed by said Ted W. Benson and wife, Bettie Benson to John C. Brown, Jr. recorded in Book 336, Page 487, in said Probate Office; and

WHEREAS, the real property described in said mortgages is now owned by Homer L. Dobbs, Peggy R. Dobbs, V. C. Handy and Bobbie L. Handy, who assumed and agreed to pay the said notes and the mortgages which secure same; and

WHEREAS, the payee in said notes and the mortgagee in said mortgages (John C. Brown, Jr.) is now deceased and Charles W. Hullett is the Trustee for the owners of said notes and mortgages who are Beverly Joyce Brown Halpen and John C. Brown, III; and

WHEREAS, said Charles W. Hullett as Trustee for Beverly Joyce Brown Halpen and John C. Brown, III and Homer L. Dobbs, Peggy R. Dobbs, V. C. Handy and Bobbie L. Handy have agreed to consolidate the indebtednesses evidenced by said notes and to consolidate the mortgages securing same so that hereafter there will be one note in the amount of \$99,147.87 secured by one mortgage covering all of the real property described in said mortgages, which said real property has been subdivided

BOOK 423 PAGE 811

Charles W. Hullett  
120. Summit Parkway  
Suite 100

as shown in the map and survey of Brush Creek Farm as recorded in Map Book 8, Page 89 in said Probate Office; and

WHEREAS, said Charles W. Hullett as Trustee for Beverly Joyce Brown Halpen and John C. Brown, III has agreed to release certain real property from said mortgages and to provide release provisions whereby other real property may be released from the consolidated mortgages,

NOW, THEREFORE, in consideration of the premises and the sum of One and no/100 Dollar and other good and valuable consideration in hand paid to Charles W. Hullett as Trustee for Beverly Joyce Brown Halpen and John C. Brown, III by Homer L. Dobbs, Peggy R. Dobbs, V. C. Handy and Bobbie L. Handy, the receipt and sufficiency whereof are hereby mutually acknowledged, the parties hereto covenant and agree as follows:

1. That said notes are hereby consolidated and merged into one note with the terms and provisions identical to the terms and provisions contained in the \$100,000.00 note except that the unpaid principal balance with accrued interest on the consolidated note as of October 1, 1982, shall be in the amount of \$99,147.87, payable with interest at the rate of 12% per annum from October 1, 1982, except, however, the entire unpaid balance of principal and interest due on said consolidated note shall be due and payable on or before October 1, 1989, if not sooner paid, and except, however, accrued interest shall be due and payable on the first day of October of each year hereafter.

2. That the said mortgages are hereby consolidated and merged into one mortgage with the terms and provisions identical to the mortgage recorded in Book 310, Page 33, in said Probate Office and with the real property described in said mortgages being the entire real property described in each of said mortgages less and except that part of said real property which is hereinafter specifically released from said mortgages and consolidation of said mortgages.

3. That the following described real property located and situated in Shelby County, Alabama is hereby released and discharged from said mortgages and the consolidated mortgage to the same extent as if such real property had never been included in said mortgages or the consolidated mortgage:

Lots 6-A, 6-B, 7, 8, 11, 12, 13 and 14, according to the map and survey of Brush Creek Farm, as recorded in Map Book 8, Page 89, in the Office of the Judge of Probate of Shelby County, Alabama.

4. That the said consolidated mortgage shall hereafter contain the following release provisions:

(a) Lot 1, according to said map and survey shall be released

upon the payment to Charles W. Hullett as Trustee for Beverly Joyce Brown Halpen and John C. Brown, III of the sum of \$30,000.00, which said sum shall be applied on the unpaid principal balance due on said consolidated note.

(b) Lot 2, according to said map and survey shall be released upon the payment to Charles W. Hullett as Trustee for Beverly Joyce Brown Halpen and John C. Brown, III of the sum of \$20,000.00, which said sum shall be applied on the unpaid principal balance due on said consolidated note.

(c) The remaining real property in said mortgages and said consolidated mortgage shall be released therefrom upon the payment of an amount equal to \$1,000.00 per acre of real property released.

5. All cost and expenses incurred in preparing the release documents and the recording of same shall be paid by Homer L. Dobbs, Peggy R. Dobbs, V. C. Handy and Bobbie L. Handy, their executors, personal representatives, successors, heirs and assigns.

6. That the parties hereto acknowledge that said consolidated mortgage constitutes a second mortgage on the real property described therein, junior, inferior and subordinate to a certain mortgage executed by W. Dave Upton and Ann Upton; Roger D. Grubbs and Debra S. Grubbs; John C. Brown and Mildred L. Brown to The Federal Land Bank of New Orleans, recorded in Book 362, Page 976 and re-recorded in Volume 362, Page 979, in said Probate Office, and that said consolidated mortgage constitutes a first mortgage on any real estate not covered by the aforesaid mortgage to The Federal Land Bank of New Orleans.

7. The undersigned, Homer L. Dobbs, Peggy R. Dobbs, V. C. Handy and Bobbie L. Handy, acknowledge and agree that they have assumed the obligations created by said notes and mortgages and are personally liable thereon and will continue to be personally liable on the consolidation of said notes and mortgages.

8. That this agreement shall be binding on the parties hereto, their executors, personal representatives, successors, heirs and assigns.

9. That the parties hereto represent and warrant that they have full authority to execute the herein agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this 6<sup>th</sup> day of October, 1982.

Charles W. Hullett  
Charles W. Hullett as Trustee for Beverly  
Joyce Brown Halpen and John C. Brown, III

Homer L. Dobbs  
Homer L. Dobbs

Peggy R. Dobbs  
Peggy R. Dobbs

V. C. Handy  
V. C. Handy

Bobbie L. Handy  
Bobbie L. Handy

THE STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles W. Hullett as Trustee for Beverly Joyce Brown Halpen and John C. Brown, III, whose name 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, in his capacity as said Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6 day of October, 1982.

*Donna Shipley*  
Notary Public



BOOK 423 PAGE 814

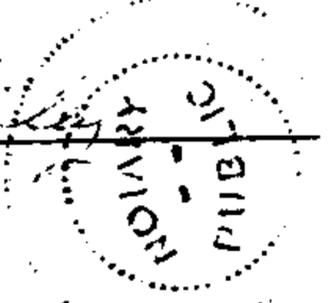
THE STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Homer L. Dobbs, Peggy R. Dobbs, V. C. Handy and Bobbie L. Handy, 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 agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6 day of October, 1982.

*Donna Shipley*  
Notary Public



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

1982 OCT -6 PM 2:29

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

Rec. 7.00  
Ind. 1.00  
8.00

NO TAX COLLECTED