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AGREEMENT

THIS AGREEMENT made this 15th day of September, 1983, by and among JOE A. SCOTCH, JR., WAYNE J. SCOTCH, MYRNA C. SCOTCH, and MARTHA B. SCOTCH (collectively the "Guarantors"), and SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION (formerly Birmingham Trust National Bank), a national banking association (the "Lender").

GUARANTORS AND LENDER COVENANT AND AGREE AS FOLLOWS

A. The Guarantors acknowledge an indebtedness to Lender in connection with a promissory note dated June 12, 1981, as modified by Agreement dated December 12, 1982, in the original principal amount of \$1,330,000, which note was secured by, among other things, a mortgage on real and personal property recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Volume 413 at Page 509, the original description of which is set forth in Exhibit "A" hereto. Advances have been made pursuant to the terms and conditions of a construction loan agreement dated June 12, 1981. The outstanding principal balance of this loan (hereinafter for convenience referred to as "Loan No. 1) as of August 1st is \$509,243.52 principal and \$38,424.67 in accrued interest as of June 1, 1983.

B. Borrower and Guarantors are further indebted to Lender in the principal sum of \$12,500 plus accrued and unpaid interest, pursuant to a Note dated May 27, 1982 (Loan No. 2).

C. Borrower and Guarantors are indebted to Lender in the principal sum of \$69,326.61 plus accrued and unpaid interest, pursuant to a Note dated October 13, 1978, and renewed July 9, 1980, which loan is secured by a construction loan agreement, and a mortgage dated October 13, 1978, and recorded in the aforesaid office in Real Volume 384, Page 411 (Loan No. 3).

D. Guarantors are aware that Borrowers have requested that the Lender renew and extend the above referred to loans.

E. Guarantors agree and concur with the request of the Borrowers for a modification and amendment of the above referred to loans, and

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Southtrust Bank

Guarantors further consent and agree that the guarantee is in full force and effect and consent to guarantee the additional amount of \$123,000 to be advanced by the Lendor to the Borrower.

F. The Guarantors acknowledge their guarantees are in full force and effect as to the entire indebtedness described herein and in the agreement signed by Lender and Borrowers dated the 15th day of September, 1983.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed as of the day and year first above written.

Joe A. Scotch, Jr.
Joe A. Scotch, Jr.

Wayne J. Scotch
Wayne J. Scotch

Myrna C. Scotch
Myrna C. Scotch

Martha B. Scotch
Martha B. Scotch

SOUTHTRUST BANK OF ALABAMA,
NATIONAL ASSOCIATION

By Lee Brown
Its V.P.

STATE OF ALABAMA)
COUNTY OF Jefferson

I, the undersigned, hereby certify that Joe A. Scotch, Jr., 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 executed the same voluntarily on the day the same bears date.

Sept Given under my hand and official seal this 15th day of September, 1983.
[Signature]
Notary Public

STATE OF ALABAMA)
COUNTY OF Jefferson

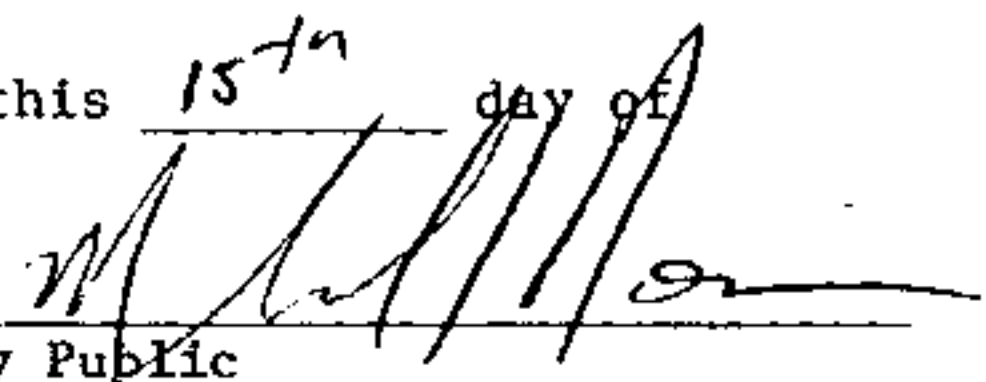
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wayne J. Scotch, whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he executed the same voluntarily on the day the same bears date.

Sept Given under my hand and official seal this 15th day of September, 1983.
[Signature]
Notary Public

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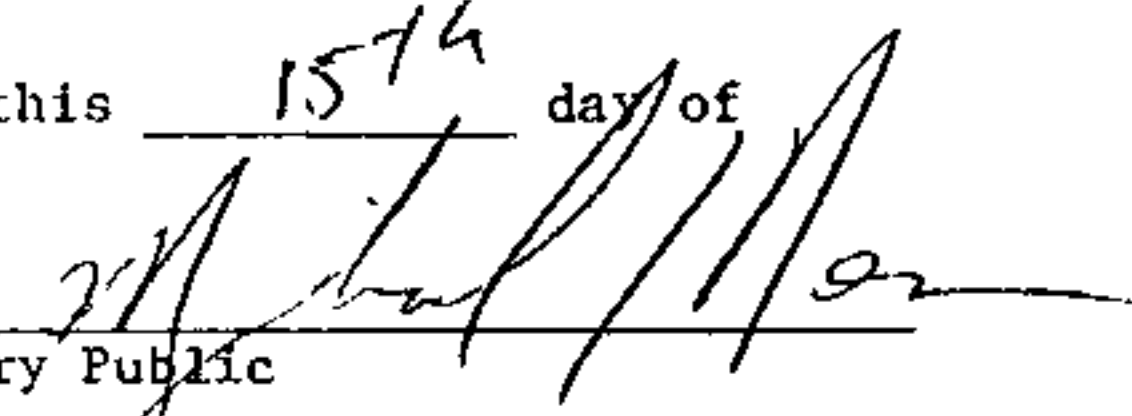
STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Myrna C. Scotch, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of Sept, 1983.

Notary Public

STATE OF ALABAMA)
COUNTY OF Shelby)

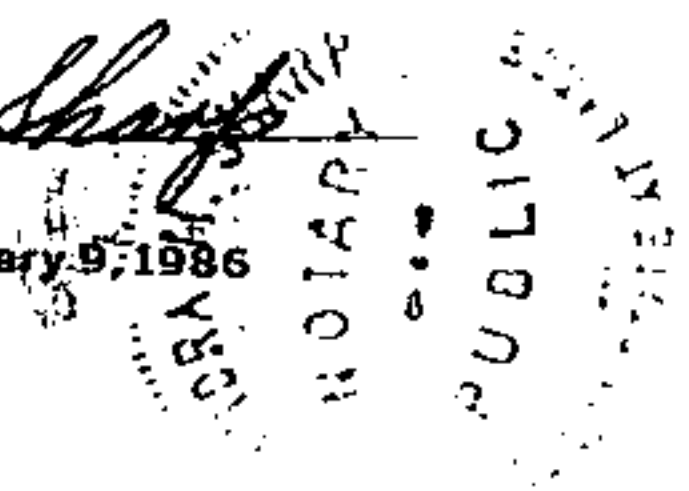
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Martha B. Scotch, whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of Sept, 1983.

Notary Public

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lee Beawn, whose name as Vice President of SouthTrust Bank of Alabama, National Association, a national banking association, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 15 day of September, 1983.


Notary Public
My Commission Expires February 9, 1986


SHIRLEY CO.
1983 SEP 26 AM 9:28

Rec'd 5.50
Jud 1.00
6.50