

This instrument prepared by
Charles A. J. Beavers, Jr.
Bradley, Arant, Rose & White
1400 Park Place Tower
Birmingham, Alabama 35203

STATE OF ALABAMA
JEFFERSON COUNTY

PARTIAL RELEASE AND AMENDMENT TO NOTE

KNOW ALL MEN BY THESE PRESENTS, That:

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned First Commercial Bank, an Alabama banking corporation (the "Bank") does hereby release Sherwood J. Stamps from all obligations pursuant to that certain Promissory Note (the "Note") in the principal amount of One Hundred Thousand Ninety-one and 94/100 Dollars (\$100,091.94) dated March 30, 1987 executed by Charles A. J. Beavers, Jr. and Sherwood J. Stamps and that certain Purchase Money Mortgage and Security Agreement (the "Mortgage") recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 122, page 789, given to secure the Note.

The Bank does further hereby release, remise, quit claim, and convey unto Sherwood J. Stamps his undivided one-half (1/2) interest in and to the real property described in the Mortgage. Said undivided one-half (1/2) interest of Sherwood J. Stamps is hereby declared to be released from and free and clear of the Mortgage.

It is expressly understood and agreed that this release shall not in any manner affect the obligations of Charles A. J. Beavers, Jr. to the Bank pursuant to the Note and the Mortgage nor the lien of the Mortgage upon the remaining undivided one-half (1/2) interest of Charles A. J. Beavers, Jr. in the property described in the Mortgage.

The Bank hereby acknowledges receipt from Sherwood J. Stamps of the sum of Forty-four Thousand Thirty-eight and 09/100 Dollars (\$44,038.09) which has this date been applied to reduce the principal portion of the Note, thereby leaving a present outstanding principal balance owing under the Note of Forty-four Thousand Thirty-eight and 08/100 Dollars (\$44,038.08). The Bank also hereby acknowledges receipt from Sherwood J. Stamps of the sum of Three Hundred Forty-four and 77/100 Dollars (\$344.77) which has been applied this date toward the reduction of the accrued but unpaid interest on the outstanding principal balance and which represents one-half (one-half) of the accrued but unpaid interest.

The Note is hereby amended by changing the repayment schedule as follows:

- (a) From henceforth, payments shall be made on the last day of each month, commencing on the 31st day of October, 1989.
- (b) From henceforth, the monthly installments shall be reduced to the sum of Six Hundred Twenty-seven and 21/100 Dollars (\$627.21) each month, commencing on the 31st day of October, 1989.

- (c) All other provisions of the Note, except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the said Sherwood J. Stamps, Charles A. J. Beavers, Jr., and First Commercial Bank, by MICHAEL D. ROSS, its ASSISTANT VICE PRESIDENT who is authorized to execute this instrument, have hereunto set their signatures and seals on this 24TH day of October, 1989.

FIRST COMMERCIAL BANK

By Michael D. Ross
Its ASSISTANT VICE PRESIDENT

Sherwood J. Stamps
Sherwood J. Stamps

Charles A. J. Beavers, Jr.
Charles A. J. Beavers, Jr.

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that MICHAEL D. ROSS, whose name as Assistant Vice President of First Commercial Bank, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 24 day of October, 1989.

W. J. Campbell
Notary Public

[NOTARIAL SEAL]

My commission expires MY COMMISSION EXPIRES JULY 24, 1993

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Sherwood J. Stamps, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 24 day of October, 1989.

W. J. Campbell
Notary Public

[NOTARIAL SEAL]

My commission expires MY COMMISSION EXPIRES JULY 24, 1993

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Charles A. J. Beavers, Jr., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 24th day of October, 1989.

Edna Canoll
Notary Public

[NOTARIAL SEAL]

My commission expires 5/16/1990

CAJB\misc\c

STATE OF ALA. SHELBY L.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 OCT 25 AM 8:39

Thomas A. Sneed, Jr.
JUDGE OF PROBATE

1. Deed Tax	-----	\$	-----
2. Mtg. Tax	-----	\$	-----
3. Recording Fee	-----	\$	<u>7.50</u>
4. Notary Fee	-----	\$	<u>3.00</u>
5. ...	-----	\$	-----
6. ...	-----	\$	<u>1.00</u>
Total	-----	\$	<u>11.50</u>