STATE OF ALABAMA)	20140827000270090 1/4 \$174.00
SHELBY COUNTY)	20140827000270090 1/4 \$174.00 20140827000270090 1/4 \$174.00 Shelby Chty Judge of Probate: AL 08/27/2014 02:00:39 PM FILED/CER

FIRST AMENDMENT TO PROMISSORY AGREEMENT AND MORTGAGE

(Extending Term)

This First Amendment to Promissory Agreement and Mortgage (this "Amendment") is effective as of this 24th day of August, 2014, by William T. Bezkor, Jr. (the "Obligor"), and Lillian R. Somers (the "Obligee").

Recitals

- A. The Obligor executed to the order of the Obligee that certain Promissory Agreement dated August 16, 2013 and recorded on September 19, 2013 with the Judge of Probate in Shelby County, Alabama, Instrument Number 20130919000379140, in the principal amount of \$100,000.00 (the "Note").
- B. The Obligor executed in favor of the Obligee that certain Mortgage dated August 16, 2013 and recorded on September 19, 2013 with the Judge of Probate in Shelby County, Alabama, Instrument Number 20130919000379130 (the "Mortgage").
 - D. The Note matures on August 24, 2014.
- E. Obligor has requested that the Obligee extend the maturity date of the Note.
- F. The Obligee has agreed to such renewal and extension on certain conditions, one of which is the execution of this Amendment by the Obligor.

Agreement

NOW, THEREFORE, in consideration of the above Recitals, the Obligor and the Obligee hereby amend the Note as follows:

- 1. The Obligor acknowledges that the outstanding principal balance under the Note is \$100,000.00 on the date hereof.
- 2. The Maturity Date under the Note is hereby amended and extended until August 24, 2015, at which time the entire remaining unpaid principal balance, together with all accrued and unpaid interest, will be due and payable in full.

Notwithstanding the execution of this Amendment, the indebtedness evidenced by the Note shall remain in full force and effect, and nothing contained herein shall be interpreted or construed as resulting in a novation of such indebtedness. The Obligor acknowledges and agrees that there are no offsets or defenses to payment of the obligations evidenced by the Note, as hereby amended, and hereby waives any defense, claim or counterclaim of the Obligor regarding the obligations of the Obligor under the Note, as hereby amended. The Obligor represents that

1 0//1000

there are no conditions of default or facts or consequences which will or could lead to a default under the obligations due from the Obligor under the Note, as amended herein.

Except as expressly amended hereby, the Note and Mortgage shall remain in full force and effect in accordance with their terms.

This instrument prepared by:

Denetra N. Hartzog Bradley Arant Boult Cummings LLP 1819 Fifth Avenue North Birmingham, Alabama 35203 (205)521-8397

> 20140827000270090 2/4 \$174.00 20140827000270090 of Probate, AL Shelby Cnty Judge of Probate, AL 08/27/2014 02:00:39 PM FILED/CERT

IN WITNESS WHEREOF, the Obligee and the Obligor have caused this Amendment to be executed by their respective duly authorized representatives, all as of the date first set forth above.

WILLIAM T. BEZKOK, JR.

THE STATE OF ALABAMA

JEFFERSON COUNTY

I, a Notary Public, hereby certify that William T. Bezkor, Jr. whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 24th day of August, 2014.

Notary Public

Print Name Margan Husbard Holladay

My commission expires:

10.1.17

* M//1000 1

20140827000270090 3/4 \$174.00 20140827000270090 of Probate, AL Shelby Cnty Judge of Probate, OB/27/2014 02:00:39 PM FILED/CERT

LILLIAN R. SOMERS

THE STATE OF ALABAMA

JEFFERSON COUNTY

I, a Notary Public, hereby certify that Lillian R. Somers whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand this	24th	day of August, 2014.
Magad	usbonds	Holladay

Notary Public

Print Name Morgan Husband Holladay

My commission expires:

10.1.17

1 M / / 1 A A A 1

20140827000270090 of Probate: 20140827000270090 of Probate: Shelby Cnty Judge of PM FILED CERT 08/27/2014 02:00:39 PM FILED