

This instrument prepared by:

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20180829000311890 1/4 \$175.00
Shelby Cnty Judge of Probate, AL
08/29/2018 02:37:15 PM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

FIFTH AMENDMENT TO PROMISSORY AGREEMENT AND MORTGAGE

(Extending Term)

This Fifth Amendment to Promissory Agreement and Mortgage (this "Amendment") is effective as of this 21st day of August, 2018, 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 in the office of 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 in the office of the Judge of Probate in Shelby County, Alabama, Instrument Number 20130919000379130 (the "Mortgage").

C. The Obligor and Obligee executed that First Amendment to Promissory Agreement and Mortgage effective August 24, 2014,¹ which extended the maturity date of the Note.

¹ The First Amendment to Promissory Agreement and Mortgage had an effective date of August 24, 2015. Such date was incorrect. The Obligor's and Obligee's execution of this Second Amendment to Promissory Agreement and Mortgage is an acknowledgement that the effective date of the First Amendment to Promissory Agreement was August 24, 2014.

D. The Obligor and Obligee executed that Second Amendment to Promissory Agreement and Mortgage effective August 24, 2015, which extended the maturity date of the Note.

E. The Obligor and Obligee executed that Third Amendment to Promissory Agreement and Mortgage effective August 24, 2016, which extended the maturity date of the Note.

F. The Obligor and Obligee executed that Fourth Amendment to Promissory Agreement and Mortgage effective August 16, 2017, which extended the maturity date of the Note.

E. The Note matures on August 24, 2018.

F. Obligor has requested that the Obligee again extend the maturity date of the Note.

G. 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.

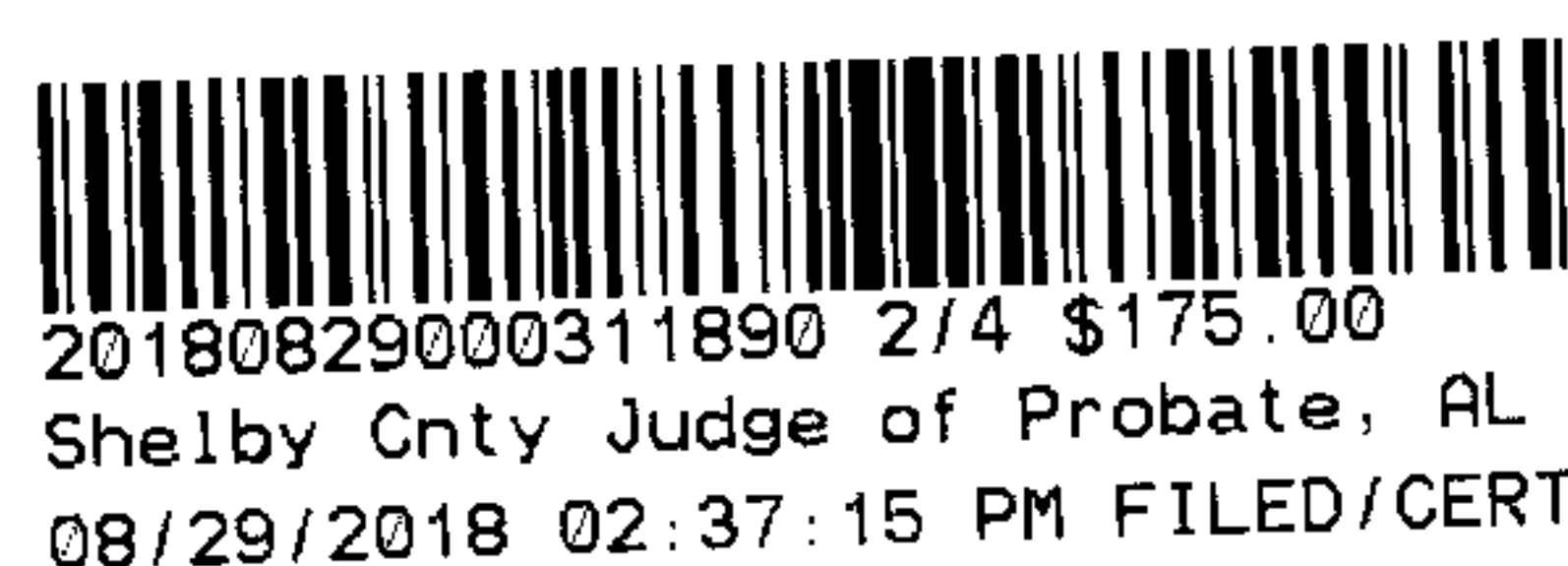
2. The Maturity Date under the Note is hereby amended and extended until August 23, 2019, at a rate of 7.5% or \$625.00 per month, at which time the entire remaining unpaid principal balance, together with all accrued and unpaid interest, will be due and payable in full.

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 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.

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[SIGNATURE PAGES TO FOLLOW THIS PAGE]



IN WITNESS WHEREOF, the Obligees 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.

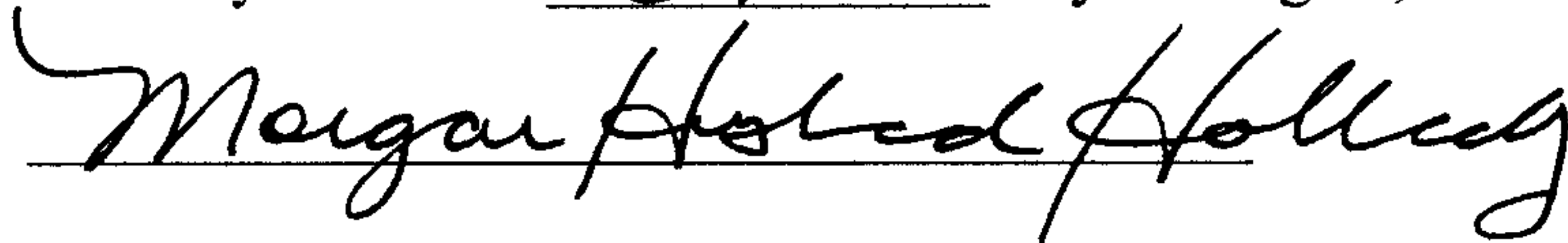

WILLIAM T. BEZKOR, JR.

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 21st day of August, 2018.



Notary Public

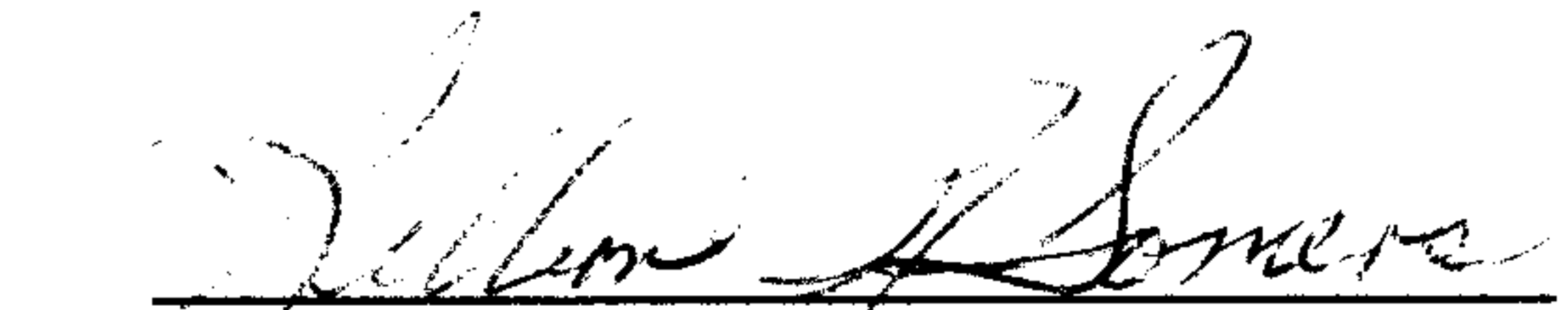
Print Name Morgan Husband Holaday

My commission expires:

10.1.21



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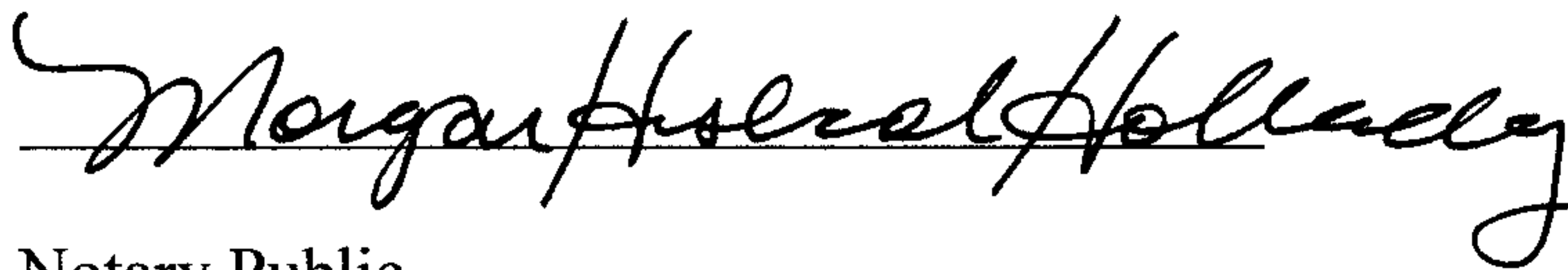

LILLIAN R. SOMERS

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 21st day of August, 2018.



Notary Public

Print Name Morgan Husband Holladay

My commission expires:

10.1.21



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