

amended and by the execution of this Agreement is amended, to provide payment as follows:

The said Cleophus Smith, Jr. and Rosa Lee S. Smith, have paid attorney's fees and costs incurred by the said Ruby Hendricks in seeking to foreclose the subject property.

They have further paid on this date the sum of Two Hundred Eighty Six and 44/100 (\$286.44) Dollars, leaving an unpaid balance of Five Thousand Two Hundred Fifty and 00/100 (\$5,250.00) Dollars, which sum shall be paid in monthly installments of One Hundred Twenty Five (\$125.00) Dollars per month, with payment first to interest and balance to principal, until paid in full; interest shall be at the rate of Eight (8%) per cent per annum to be computed and paid monthly from the above referred to payment.

It is Understood and Agreed by and between the parties to this Agreement and Amendment that upon execution of this Amendment the Note shall be treated as current, but that the forbearance to continue with collection and foreclosure on the part of the undersigned Ruby Hendricks, shall not operate to waive any of her rights to collect or foreclose the subject Mortgage according to the original terms in the event of further default, and that except for the terms of payment and interest the said Ruby Hendricks shall retain all the rights and priorities granted to her in the original Note and Mortgage.

Upon payment in full of the obligation as herein amended, the said Ruby Hendricks shall provide for the satisfaction of this Note and Mortgage and shall release thereby the property described in the Mortgage from the lien thereof.