MEMORANDUM OF GENERAL SALES CONTRACT

THE UNDERSIGNED Purchaser and the undersigned Sellers hereby enter into this Memorandum of General Sales Contract this 18th day of August, 1986, to set forth certain terms and conditions of the General Sales Contract entered into by and between the Purchaser and Seller, in recordable form.

- 1. The names of the Purchaser and Sellers are set forth as below.
- 2. The General Sales Contract is dated December 18, 1985, and is amended by an Amendment dated March 28, 1986.
- 3. The legal description of the real property to be conveyed from Sellers to Purchaser is described in Exhibit A attached hereto and made a part hereof. Sellers covenant and agree not to convey or further encumber said property except as provided in said General Sales Contract, as Amended.
- 4. The earnest money deposit has been paid by Purchaser to Sellers, receipt and sufficiency of which has been acknowledged by Sellers, and Purchaser

Corley, Moucus

has waived all conditions precedent to said General Sales Contract.

Said General Sales Contract as Amended is hereby ratified and confirmed.

IN WITNESS WHEREOF the parties have respectively executed this Memorandum of General Sales Contract this 18th day of August, 1986.

PURCHASER:

SHELBY 4.6, an Alabama General

Partnership

By:

General Partner

SELLERS:

Thomasson Trust "A" Dated 12/17/76, an Undivided 13.2353% Interest

Burgess A. Thomasson,

Trustee

Albert F. Thomasson 1976 Trust Dated 12/29/76, an Undivided 19.1176% Interest

Trustee



Sandra Jones Thomasson Trust Dated 5/9/75, an Undivided 19.1176% Interest

Burgess A. Thomasson, Trustee

Isabelle B. Thomasson Trust Dated 2/24/75, an Undivided 29.14118% Interest

Albert F. Thomasson,

Trustee

Thomasson Trust "B" Dated 12/17/76, an Undivided 5.8824% Interest

Albert F. Thomasson,

Trustee

Burgess A. Thomasson 1976 Trust Dated 12/29/76, an Undivided 13.2353% Interest

Albert F. Thomasson,

Trustee

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Greg A. Church, whose name as General Partner of Shelby 4.6, an Alabama General Partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such General Partner

and with full authority, executed the same voluntarily for and as the act of said Partnership.

Given under my hand and official seal this 18th day of August, 1986.

Hotary Public ()

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Burgess A. Thomasson, whose name as Trustee of the Thomasson Trust "A" dated 12/17/76, and who is known to me, acknowledged before me on this day, that, being informed of the contents of such instrument, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand, this 18th day of August,

1986.

MY COMMISSION EXPIRES 12-29-86

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Burgess A. Thomasson, whose name as Trustee of the Albert F. Thomasson 1976 Trust dated 12/29/76, and who is known to me, acknowledged before me on this day, that, being informed of the contents of such instrument, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand, this 18th day of August

1986.

Motory Public My COMMISSION

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Burgess A. Thomasson, whose name as Trustee of the Sandra Jones Thomasson Trust dated 5/9/75, and who is known to me, acknowledged before me on this day, that, being informed of the contents of such instrument, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand, this 18th day of August,

1986.

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Notary Public

MY COMMISSION EXPIRES 12-29-86

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Albert F. Thomasson, whose name as Trustee of the Isabelle B. Thomasson Trust dated 2/24/75, and who is known to me, acknowledged before me on this day, that, being informed of the contents of such instrument, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand, this 18th day of August,

1986.

Notary Public MY COMMISSION EXPIRES DECEMBER 27, 1988

-5-

STATE OF ALABAMA

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Albert F. Thomasson, whose name as Trustee of the Thomasson. Trust "B" dated 12/17/76, and who is known to me, acknowledged before me on this day, that, being informed of the contents of such instrument, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand, this 18th day of August,

1986.

Notary Public MY COMMISSION EXPIRES DECEMBER 27, 1988

STATE OF ALABAMA

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Albert F. Thomasson, whose name as Trustee of the Burgess A. Thomasson 1976 Trust dated 12/29/76, and who is known to me, acknowledged before me on this day, that, being informed of the contents of such instrument, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand, this 18th day of August,

1986.

Notary Public My commission

MY COMMISSION EXPIRES DECEMBER 27, 1988

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A parcel of land located in the NW 1/4 of the NW 1/4 of Section 36, Township 18 South, Ranger 2 West of Shelby County, Alabama and more particularly described as:

Beginning at the southwest corner of the NW 1/4; NW 1/4 Section 36, TWP 18 south; Ranger 2 West, thence northerly with the west line of said section 91.50 feet to a point; thence continuing northerly with said west line 525.12 feet to a point on the south line of U.S. Illghway 280; thence southeasterly forming an interior angle counterclockwise from the previous course of 62004'18", and along the southerly right of way of Highway 280, 87.22 feet to a broken Right-of-Way Monument; thence northeasterly, forming an interior angle counterclockwise from the previous course of 270°00'00" a distance of 10.00 feet to a broken concrete right-of-way monument; thence southensterly along the southerly rightof-way of Highway 280, a curve to the right having a radius of 2230 feet, a central angle of 14006'56", an are length of 549.39 feet to a point (the chord of said curve forms an interior angle counterclockwise from the previous course of 82056'31" and is 548.00 feet in: length); thence southeasterly, forming an interior angle of 86054'59" as measured counterclockwise from the chord previously mentioned 102.29 feet to a point; thence southwesterly but more southerly forming an interior angle of 197056'45" as measured counterclockwise from the previous course, 61.16 feet to a point; thence westerly forming an interior angle of 113017'25" as measured counterclockwise from the previous course, 128.43 feet to a point; thence southwesterly forming an interior angle of 23005897 as measured counterclockwise from the previous course, 173.59 feet to a point on the southerly line of the NW 1/4; NW 1/4 of Section 36-18-2 aforesaid; thence westerly forming an interior angle of 124008'40" as measured counterclockwise from the previous course 199.08 feet to the point of beginning and containing 4.5545 acres of land.

STATE OF ALA. SWELLEY CO.

I CERTIFY THIS
INSTRUMENT WAS FILED.

1986 SEP -3 AM 9: 25

JUDGE OF PROPATE

RECORDING FEES

Recording Fee \$ 17.50

Index Fee S.OO

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