



**AGREEMENT REGARDING FUTURE DISTRIBUTION  
OF CERTAIN ASSETS  
FROM THE  
ESTATE OF MICHAEL JOE HARRIS**

**WHEREAS**, BOBBY J. HARRIS is the duly appointed Personal Representative of the Estate of Michael Joe Harris (the “Estate”) pursuant to Letters Testamentary issued by the Probate Court of Shelby County, Alabama on January 31, 2018 in Probate Case No. PR-2017-000698;

**WHEREAS**, CYNTHIA W. HARRIS, also known as CYNDEE W. HARRIS, (“Cyndee”) is the widow of Michael Joe Harris (the “Decedent”);

**WHEREAS**, the Estate has previously loaned funds to Cyndee which loans, including future advances, are evidenced by certain promissory notes (the “Current Notes”);

**WHEREAS**, the Estate is considering loaning funds to Cyndee in order to enable Cyndee to purchase a home, which loan will be evidenced by a promissory note (the “Home Note”) and secured by a mortgage (the “Mortgage”); (the Current Notes, the Home Note and the Mortgage, together with any other notes which may be executed by Cyndee as maker with the Estate as payee, are collectively hereinafter referred to as the “Promissory Notes”);

**WHEREAS**, the Estate’s loaning of funds to Cyndee to purchase the home is contingent on Cyndee acknowledging the distribution scheme outlined herein;

**WHEREAS**, the Estate is planning on distributing the Promissory Notes to Cyndee in partial satisfaction of her share of the Estate, which share includes her award of statutory exemptions and an elective share of the Estate (“Cyndee’s Share”);

**WHEREAS**, Cyndee wishes to acknowledge that (a) she will receive the Promissory Notes in satisfaction of a portion of Cyndee’s Share, (b) such Promissory Notes shall be credited against Cyndee’s Share at the entire remaining unpaid principal balance of the Promissory Notes together with all accrued and unpaid interest on the Promissory Notes, and (c) the Promissory Notes will be the first assets distributed to Cyndee in satisfaction of Cyndee’s Share.

**NOW, THEREFORE**, in consideration of the premise and the mutual promises contained herein Cyndee hereby agree as follows:

1. Cyndee. In consideration of the Estate loaning funds to Cyndee, Cyndee agrees to:
  - (a) Execute the Home Note and Mortgage (copies of which are attached hereto as Exhibit A) and such other documents that may be reasonably required by the Estate;
  - (b) Receive the Promissory Notes in satisfaction of a portion of Cyndee’s Share;

(c) Have such Promissory Notes credited against Cyndee's Share in an amount equal to entire remaining unpaid principal balance of the Promissory Notes at the time of distribution to Cyndee, together with all accrued and unpaid interest on such Promissory Notes as of such date; and

(d) Receive the Promissory Notes as the initial assets to be distributed to Cyndee in satisfaction of Cyndee's Share.

2. The Estate. The Estate agrees to loan Two Hundred Sixty-Five Thousand and No/100 Dollars (~~\$265,000.00~~) to Cyndee in order to allow Cyndee to purchase the home; provided that the agreement to loan funds to Cyndee is contingent on the Estate being able to borrow the funds that will be loaned to Cyndee. The loan will be evidenced by the Home Note and secured by the Mortgage.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the 31 day of 2019, 2019.

ESTATE OF MICHAEL JOE HARRIS

Bobby J. Harris, Per's Rep  
By: BOBBY J. HARRIS, Personal Representative of  
the Estate of Michael Joe Harris, Shelby County,  
Alabama Probate Case No. PR-2017-000698

Cynthia W. Harris  
CYNTHIA W. HARRIS, also known as  
CYNDEE W. HARRIS

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Shelby Cnty Judge of Probate, AL  
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