

THIS AGREEMENT by and between JOE A. SCOTCH, SR. and PEGGY POE;

W I T N E S S E T H, That:

WHEREAS, the parties are about to enter into the Holy State of Matrimony and are desirous of arriving at a firm agreement as to their respective property rights as a part of the consideration for their marriage; and,

WHEREAS, JOE A. SCOTCH now owns substantial assets in his own right consisting chiefly of improved and unimproved land and his interest in the business known as "Scotch Real Estate & Insurance Company, Inc."; and,

WHEREAS, JOE A. SCOTCH has furnished PEGGY POE with a balance sheet giving his estimate of his present worth, and PEGGY POE has consulted with, and been advised by, her attorney, Mr. Clarence McDorman, who has examined the said balance sheet and has examined this agreement; and,

WHEREAS, PEGGY POE brings no property or assets of any substantial nature into the marriage; and,

WHEREAS, JOE A. SCOTCH has two children by a prior marriage, one of whom is married and has a child or children of his own, and the said JOE A. SCOTCH is desirous of making adequate provision for said children and their descendants, for any child or children that he may have by PEGGY POE and for the maintenance and support of PEGGY POE upon the conditions hereinafter stated;

NOW, THEREFORE, in consideration of said marriage between the parties hereto, JOE A. SCOTCH covenants and agrees as follows:

1. That if he and the said PEGGY POE are husband and wife at the time of his death, and if the said PEGGY POE survives him, and so long as the said PEGGY POE does not remarry, there will be paid to PEGGY POE the sum of Five Hundred Dollars (\$500.00) per month for her health, welfare, maintenance and support, and she will be permitted to occupy the present home of JOE A. SCOTCH which is located in Shelby County, Alabama, and the approximately five acres of land on which the house is located, together with the right of ingress and egress, and the taxes, repair and upkeep thereon will be paid out of the estate of JOE A. SCOTCH; provided, however, that if at any time after

one year the two presently living sons of JOE A. SCOTCH, or the survivor of them, decide that it is advisable to sell said homeplace, they are empowered to sell and convey the same, and upon the consummation of such sale and surrender by PEGGY POE of possession of said home, PEGGY POE shall, so long as she remains unmarried, receive from the trust estate, the sum of One Hundred Fifty and No/100 Dollars (\$150.00) per month in addition to the Five Hundred Dollars (\$500.00) per month hereinabove provided, and in order to make effective the provisions of this Section, JOE A. SCOTCH will establish a trust under his Will which shall make these provisions for PEGGY POE. In determining the acreage that goes with the house, the surveyor shall use the house as the center of the five acres to be allotted as a part of the household land.

2. The agreement contained in the foregoing paragraph will automatically terminate in the event the parties be legally separated or divorced, and in the event of the death of PEGGY POE, or the remarriage of PEGGY POE, all obligations to make monthly payments to her shall cease and terminate.

3. In addition to the foregoing, JOE A. SCOTCH covenants and agrees that in the event there be any child or children born of the marriage, the same provision shall be made for each such child as shall be made by his Will for the benefit of the sons which he now has.

A. In consideration of the foregoing, PEGGY POE hereby relinquishes all statutory claims which she may hereafter have against the estate of JOE A. SCOTCH, any and all right to share in his estate, except as herein expressly provided, and she does hereby forever waive and relinquish any and all right to homestead, dower and exemptions of every kind and character under the law of the State of Alabama.

B. In consideration of the foregoing, JOE A. SCOTCH, hereby covenants and agrees to make provision in his Last Will and Testament for the said PEGGY POE and for any child or children that may be born to him of her in conformity with the provisions of this agreement. This agreement shall be specifically enforceable against the Estate of Joe A. Scotch.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this 14 day of July, 1967.

Joe A. Scotch Sr. (SEAL)
Joe A. Scotch, Sr.

Peggy Poe (SEAL)
Peggy Poe

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Jean Combs Slack, a Notary Public in and for said County, in said State, hereby certify that JOE A. SCOTCH, SR., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of July, 1967.

Jean Combs Slack
Notary Public.
My Commission Expires April 5, 1969

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Jean Combs Slack, a Notary Public in and for said County in said State, hereby certify that PEGGY POE, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument she executed the same voluntarily on the day the same bears date.

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BOOK 249 PAGE 504

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
AUG 11 AM 11:21
U.C. FILE NUMBER OR PAGE AS SHOWN ABOVE

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
REAL 342 PAGE 259
JUL 18 2 12 PM '67
RECORDED & INDEXED TAX HAS BEEN PD. ON THIS INSTRUMENT
Jane Meeks