

NAME: _____

ADDRESS: _____

QUIT CLAIM DEED—Alabama Title Co., Inc.

THE STATE OF ALABAMA,

COUNTY OF SHELBY

2174

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of \$10.00 and the indemnification and assumption of all personal liability of the Grantor now or hereafter due, owing and payable as principal and interest on a loan made for the purchase of the following described realty herein conveyed, in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned Flora Jones Beavers, as Executrix of the Estate of Charles A. J. Beavers, Deceased and Gillian B. Beavers, an unmarried woman hereby releases, quit claims, grants, sells, and conveys to

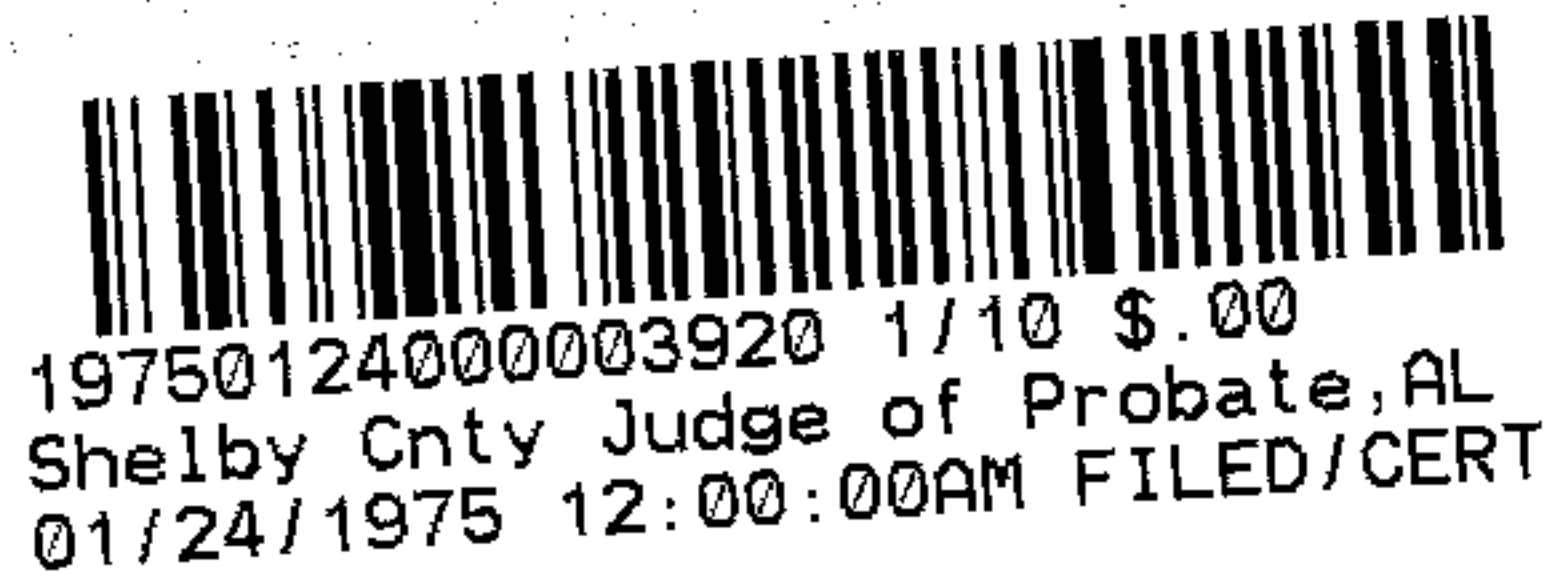
J. I. McCormick

(hereinafter called Grantee), all her right, title, interest, and claim in or to the following described real estate, situated in Shelby County, Alabama, to-wit:

The South 210 feet of the SW 1/4 of NW 1/4, Section 6, Township 21 South, Range 2 West.

Tracts One, two, Three, Four, Five, Six and Seven, as more particularly described on Exhibit "A" which is attached hereto and made a part hereof and incorporated herein by reference.

The purpose of this instrument is to convey to the Grantee all the Grantor's right, title and interest to the real property in exchange for the execution by the Grantee of assumption and indemnity agreements to the benefit of the Grantor, which said agreements bear even date and are executed simultaneously herewith.



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TO HAVE AND TO HOLD to said GRANTEE forever.

Given under my hand and seal, this 17th day of January 1975

Witnesses:

Flora Jones Beavers (SEAL)
Flora Jones Beavers, as
Executrix of the Estate of
Charles A. J. Beavers, Deceased
_____ (SEAL)

Gillian B. Beavers (SEAL)
Gillian B. Beavers

_____ (SEAL)

Return to:

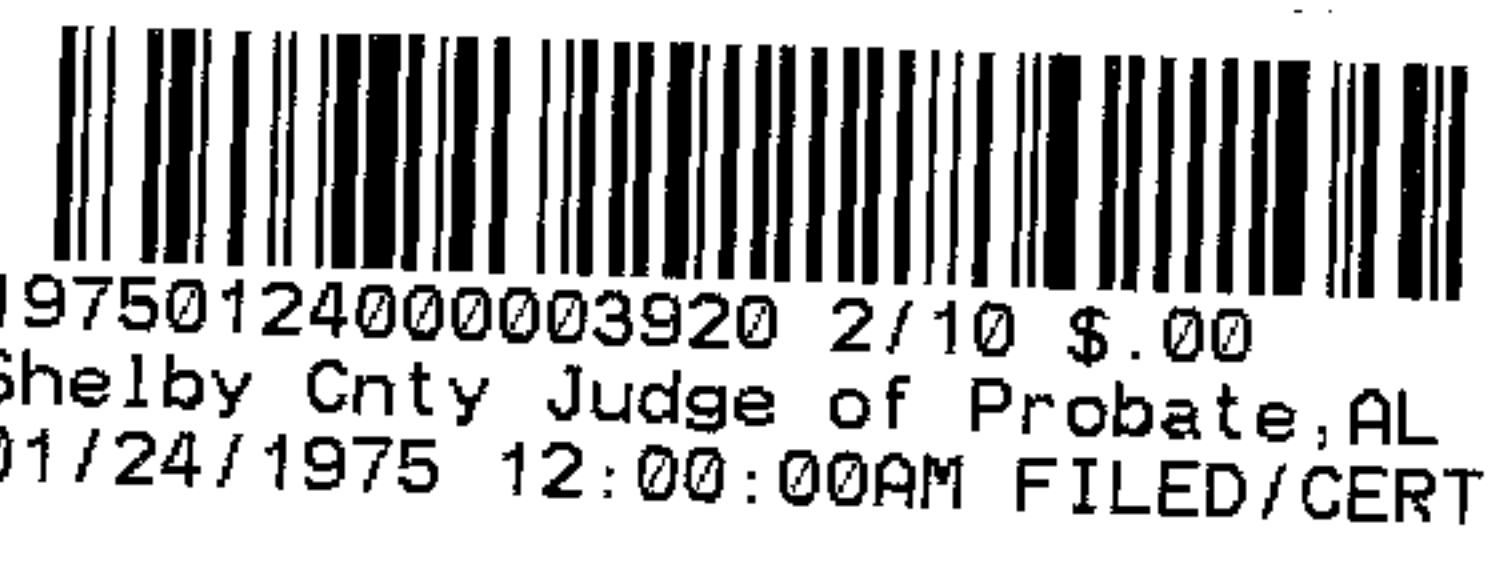
TO

QUIT CLAIM DEED

STATE OF ALABAMA,

County.

Judge of Probate



ALABAMA TITLE COMPANY, INC.

COMMONWEALTH LAND TITLE INSURANCE CO.

615 No. 21st Street Birmingham, Alabama

State of ALABAMA
JEFFERSON COUNTY

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Flora Jones Beavers, as Executrix of the Estate of Charles A. J. Beavers, Deceased, whose name 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of January A.D., 19 75

[Signature]
Notary Public

State of ALABAMA
JEFFERSON COUNTY

General Acknowledgment

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BOOK
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gillian B. Beavers, an unmarried woman whose name 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of January A.D., 1975

[Signature]
Notary Public

State of
COUNTY

Separate (and General) Acknowledgment by Wife

I, a Notary Public in and for said County, in said State, hereby certify that on the date hereof, came before me the within named who is known to me to be the wife of the within named who, being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged before me on this day that being informed of the contents of the conveyance, she signed the same voluntarily and of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and official seal this day of , 19

Notary Public

STATE OF ALABAMA

JEFFERSON COUNTY

AGREEMENT

THIS AGREEMENT made this the 17th day of January, 1975, between J. I. McCormick, hereinafter called McCormick; Flora Jones Beavers, as duly qualified Executrix under the Last Will and Testament of Charles A. J. Beavers, and as personal representative of the Estate of said Charles A. J. Beavers, hereinafter referred to as the Estate; Gillian Beavers; John A. Hines, Jr.; Cindy Norman Hines, wife of John A. Hines, Jr.; Alabaster Motor Cross, Inc., a corporation; and Carol S. Hines.

WHEREAS, said McCormick and Charles A. J. Beavers took title to certain properties located in Shelby County, Alabama, on or about the 6th day of September, 1974, the 25th day of October, 1974, and at other times not herein specifically enumerated but within said general time frame of reference, said property acquired being collectively known as the "Hines properties", and

WHEREAS, said McCormick and said Charles A. J. Beavers did give back two purchase money mortgages and associated purchase money notes for said "Hines properties", the first note being in the amount of Seven Hundred Two Thousand Three Hundred Fifty-three and 30/100 Dollars (\$702,353.30), dated September 6, 1974, to John A. Hines, Jr. and Alabaster Motor Cross, Inc. as joint payees under said note, and made a second note on October 25, 1974, in the amount of Nine Thousand Nine Hundred Forty and no/100 Dollars (\$9,940.00) to John A. Hines, Jr. and Cindy Norman Hines, as joint payees, and

WHEREAS, John A. Hines, Jr. and Alabaster Motor Cross, Inc., a corporation, and Carol S. Hines did enter into an Hypothecation Agreement on September 6, 1974, which said Agreement granted, bargained, sold, transferred, assigned and delivered the note and mortgage in the amount of \$702,353.30

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01/24/1975 12:00:00AM FILED/CERT

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dated September 6, 1974, executed by McCormick and Charles A. J. Beavers in favor of John A. Hines, Jr. and Alabaster Motor Cross, Inc., to secure the payment of a note and agreement between John A. Hines, Jr., Alabaster Motor Cross, Inc., and Carol S. Hines contained in the Hypothecation Agreement, and

WHEREAS, on or about the 6th day of September, 1974, said Charles A. J. Beavers did make a personal loan of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) from Exchange Security Bank of Birmingham, Alabama, and did deposit same in an escrow account established for the purpose of furnishing payment to the various sellers of said "Hines properties", and

WHEREAS, said Charles A. J. Beavers is now deceased, having died at or near Panama City, Florida, on or about the 7th day of November, 1974, and

WHEREAS, Flora Jones Beavers was nominated to be the Executrix under the Last Will and Testament of Charles A.J. Beavers, which said will has been duly admitted to Probate, and Letters Testamentary issued in the name of said Flora Jones Beavers who has duly qualified as Executrix of the Estate referred to hereinabove, and

WHEREAS, the said Gillian Beavers is the sole beneficiary under the will of Charles A. J. Beavers, and

WHEREAS, John A. Hines, Jr., Alabaster Motor Cross, Inc., Cindy Norman Hines, and Carol S. Hines desire to secure the transaction pertaining to the "Hines properties", and

WHEREAS, It is deemed desirable between the parties to this Agreement that McCormick be conveyed all of the right, title and interest of said Charles A. J. Beavers in the said "Hines properties" in exchange for the assumption by said McCormick of all outstanding indebtedness, liabilities, and monies owned by said Charles A. J. Beavers, which said debts, liabilities, and monies owed were incurred pursuant to the purchase of said "Hines properties" by said Charles A. J. Beavers during his lifetime, and

WHEREAS, it is deemed desirable between the parties to this Agreement that McCormick become responsible for the entire obligation pertaining to the "Hines properties", which said obligation was heretofore shared by McCormick and Charles A. J. Beavers, and

WHEREAS, it is further agreeable between the parties hereto that McCormick shall indemnify the Estate against any claims against said Estate which have arisen, or may arise hereafter, concerning the payment of the indebtednesses recited hereinabove by said Estate, or any claims or disputes which may arise concerning the title to the "Hines properties", and

WHEREAS, a deed is being executed simultaneously herewith which conveys all the right, title and interest from the Estate to McCormick,

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, and in further consideration of Ten and no/100 Dollars (\$10.00) in hand paid from each party to the other party, and in further consideration of the conveyance from said Estate to said McCormick of all the right, title and interest of said Estate in the "Hines properties" which are more particularly described in said conveyance, the receipt of which mutual benefits by each party hereto, and of the delivery of said deed from the Estate to McCormick, are hereby acknowledged by each appropriate party, said parties hereby agree as follows:

1. McCormick hereby assumes and agrees to pay the following indebtednesses which have been previously incurred by Charles A. J. Beavers during his lifetime:

(a) A note in the amount of Seven Hundred Two Thousand Three Hundred Fifty-three and 30/100 Dollars (\$702,353.30) dated September 6, 1974, being a purchase money note made in connection with a purchase money mortgage of even date by J. I. McCormick and Charles A. J. Beavers jointly to John A. Hines, Jr. and Alabaster Motor Cross, Inc., as joint payees;

(b) A note in the amount of Nine Thousand Nine Hundred Forty and no/100 Dollars (\$9,940.00) dated October 25, 1974, made in connection with a purchase money mortgage of even date by J. I. McCormick and Charles A. J. Beavers jointly to John A. Hines, Jr. and Cindy Norman Hines, as joint payees;

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Shelby Cnty Judge of Probate, AL
01/24/1975 12:00:00AM FILED/CERT

(c) A personal note in the amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) dated, to-wit, the 6th day of September, 1974, from Charles A. J. Beavers as maker to the Exchange Security Bank, as payee.

2. McCormick hereby agrees to hold harmless, to indemnify, and to keep indemnified the Estate from any claim or claims based on any of the indebtednesses herein specifically enumerated in paragraph 1 above, which have arisen, or may arise now or hereafter, against said Estate, by whomsoever claimed, whether filed or unfiled in any judicial or quasi-judicial proceeding. This indemnity agreement shall remain in effect until all of the specifically enumerated indebtednesses referred to in paragraph 1 hereinabove have been paid in full and evidence of satisfaction sufficient in law obtained from the various creditors, holders, payees, and their assigns.

3. McCormick hereby agrees to hold harmless and to indemnify and to keep indemnified the Estate from any and all claims involving the title or possessory interests which have arisen or may arise hereafter concerning the aforementioned "Hines properties", which are more specifically described in the deed referred to hereinabove and executed simultaneously herewith. This indemnity agreement is intended to extend to all such claims, by whomsoever, including but not limited to creditors of said Estate, parties in possession of all or parts of said "Hines properties" and persons advancing claims for mechanic's or materialmen's liens filed or unfiled. The duration of this indemnity agreement shall be coextensive with the longest applicable statute of limitations governing the appropriate claim or claims as filed, said statute to be as last amended by the State Legislature, and as interpreted by the Courts of Alabama. Said indemnity shall extend and include any attorney's fees, court costs, and the like which may be incurred by said Estate in defending any such claim or claims.

4. McCormick hereby assumes and agrees to become responsible for the entire obligation or obligations pertaining to the notes and mortgages executed by McCormick and Charles A. J. Beavers for the purchase of the "Hines

properties".

5. The Estate and Gillian Beavers agree to execute a Quit Claim Deed conveying all of their right, title and interest in the said "Hines properties".

6. John A. Hines, Jr., Cindy Norman Hines, Alabaster Motor Cross, Inc., a corporation, and Carol S. Hines agree to forever release and discharge the Estate of Charles A. J. Beavers and Gillian Beavers from any and all debts, obligations, liabilities, claims or other responsibilities of whatsoever kind both past and future arising out of the purchase of the said "Hines properties" including, but not limited to, the notes and mortgage hereinabove mentioned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the day and date first above herein scribed.

J. I. McCormick
J. I. McCormick

Flora Jones Beavers
Flora Jones Beavers, as Executrix of
the Estate of Charles A. J. Beavers,
Deceased

Gillian B. Beavers
Gillian Beavers

John A. Hines, Jr.
John A. Hines, Jr.

Cindy Norman Hines
Cindy Norman Hines

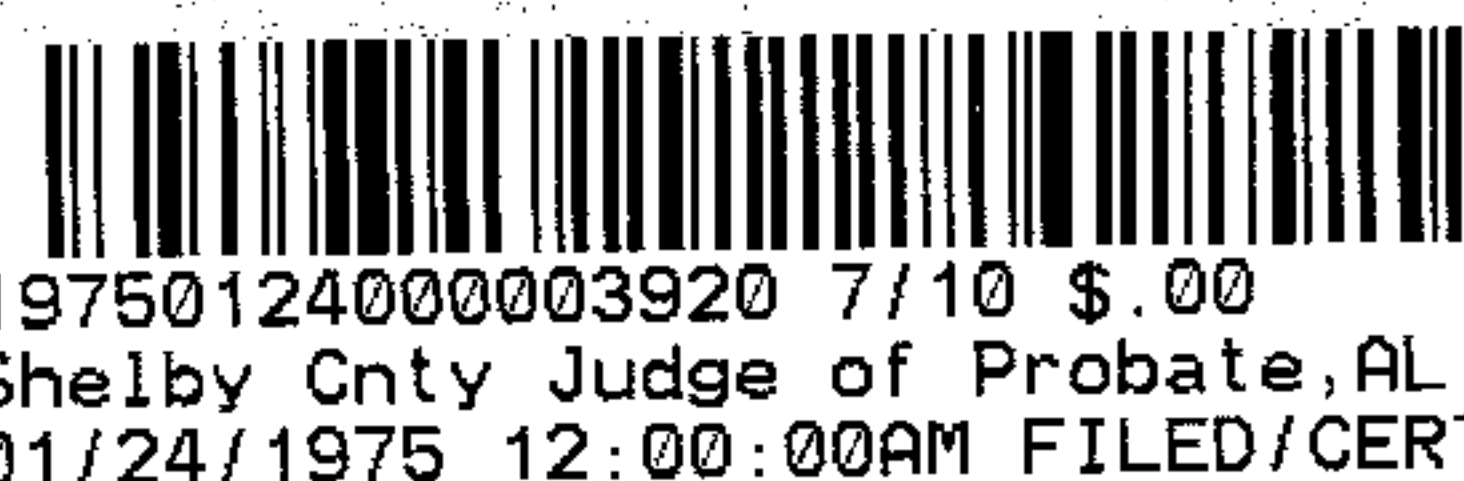
Carol S. Hines
Carol S. Hines

Attest:

ALABASTER MOTOR CROSS, INC.

Secretary

By John A. Hines, Jr.
Its Pres.



JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. I. McCormick, 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 the 17th day of January , 1975.

John F. DeLong
Notary Public

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Flora Jones Beavers, whose name as Executrix of the Estate of Charles A. J. Beavers, deceased, 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, in her capacity as such Executrix, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17th day of January, 1975.

John F. DeBary
Notary Public

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Gillian^{B.} Beavers, 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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Shelby Cnty Judge of Probate,AL
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Given under my hand and official seal this 17 day of June, 1975.

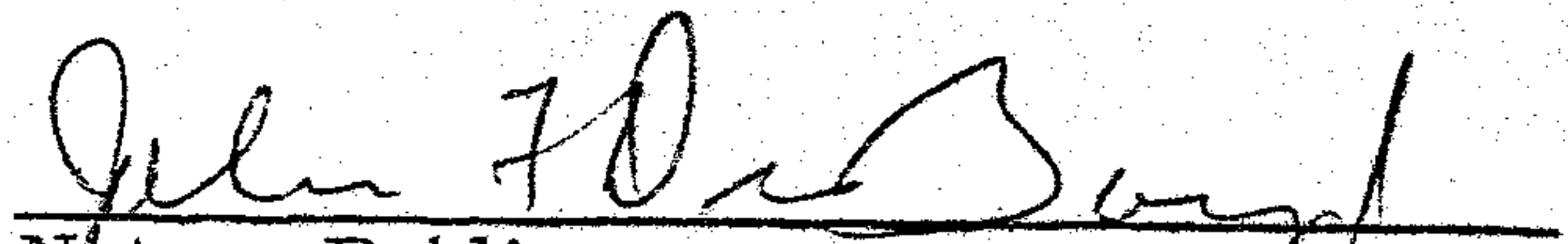

Notary Public

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John A. Hines, Jr., 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 17th day of January, 1975.

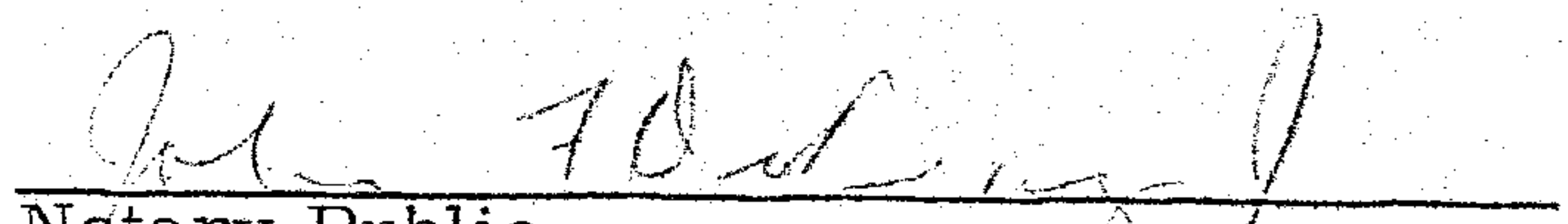

Notary Public

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Cindy Norman Hines, 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.

Given under my hand and official seal this 17th day of January, 1975.


Notary Public

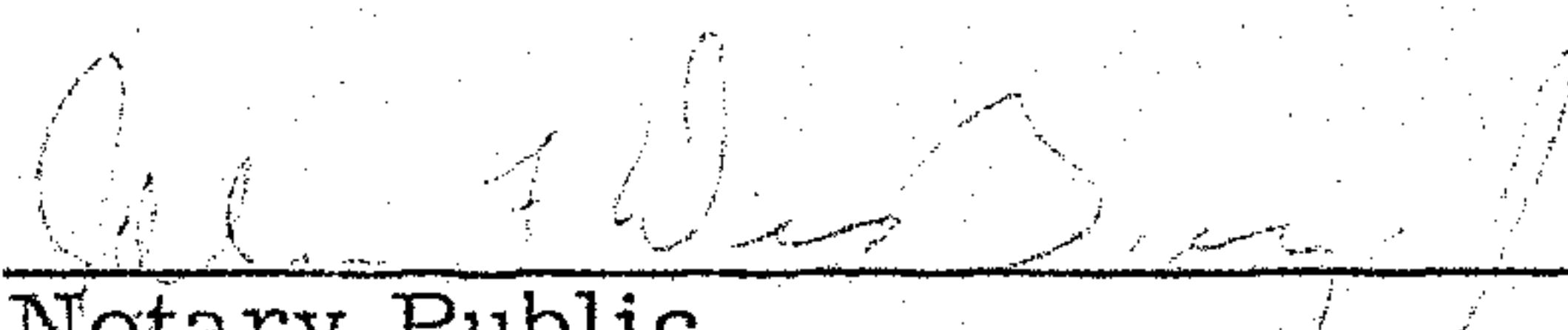
STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Carol S. Hines, 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.

Given under my hand and official seal this 17th day of January, 1975.

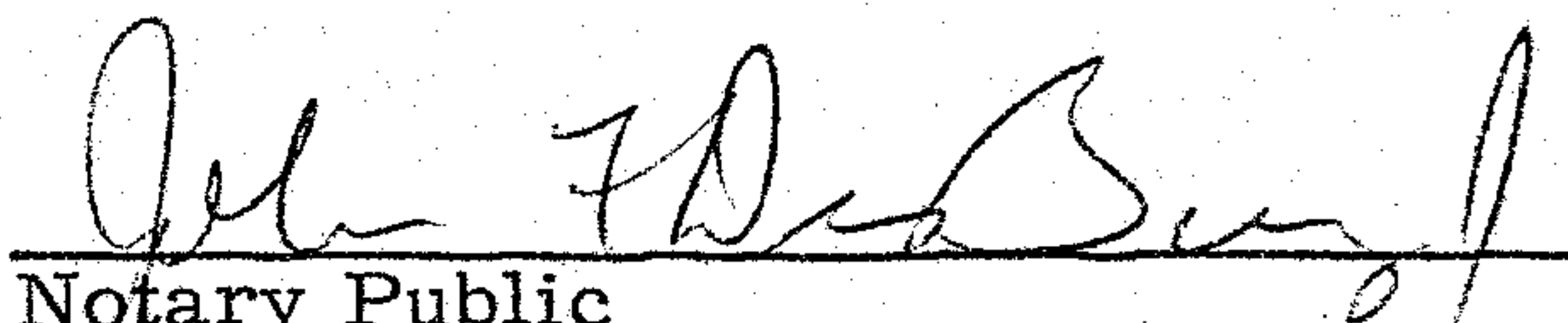


Notary Public

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John A. Hines, Jr., whose name as of Alabaster Motor Cross, Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 17th day of January, 1975.



Notary Public

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
Dec 24 50
1975 JAN 24 PM 1:09
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Camey H. Stubble
JUDGE OF PROBATE


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Shelby Cnty Judge of Probate, AL
01/24/1975 12:00:00AM FILED/CERT