

STATE OF ALABAMA

SHELBY COUNTY

AGREEMENT TO CONVEY REAL ESTATE

6247

This agreement, made this 22nd day of June, 1976, by and between Leroy Hendrix, Floyd M. Hendrix and wife, Margaret E. Hendrix, Addilee H. Collins and husband, Howard Collins, and Leroy N. Hendrix and wife, Delores Hendrix, parties of the first part, and Virgil J. Wheat and wife, Ellen W. Wheat, parties of the second part: KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Addie Hendrix, who is the wife of said Leroy Hendrix and the mother of Floyd M. Hendrix, Addilee H. Collins and Leroy N. Hendrix, is the owner of an undivided one-half interest in and to the following described real estate situated in Shelby County, Alabama, viz.:

That part of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 28, Township 19 South, Range 1 West lying South of the Atlantic Coast Line Railroad and North of U. S. Highway No. 280 (known as the Florida Short Route Highway), less and except that portion thereof heretofore conveyed to said Virgil J. Wheat and wife, Ellen W. Wheat, as shown by deed recorded in Deed Book 274 at page 216, Office of Judge of Probate of Shelby County, Alabama, containing 5.70 acres, more or less, and

WHEREAS, said Addie H. Hendrix is presently physically and mentally incapacitated from conveying said property, from making any contract relative to said property or its use or disposition, and from executing a Last Will and Testament by which she might provide for the disposition of said property at her death, and

WHEREAS, the parties hereto are convinced that said Addie Hendrix did not, before she became incapacitated, execute a Last Will and Testament providing for the disposition of said property at her death, and

WHEREAS, said Leroy Hendrix, who owns the remaining undivided one-half interest in and to said property, has heretofore, as party of the first part entered into a Lease Sale Contract with said Virgil J. Wheat and wife, Ellen W. Wheat, as parties of the

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second part, providing for the lease and sale of the undivided one-half interest in and to said property owned by said Leroy Hendrix to said Virgil J. Wheat and wife, Ellen W. Wheat, at and for the sum of \$15,000.00, according to the terms and provisions of said Lease Sale Contract as set forth therein, and

WHEREAS, the parties hereto now desire to provide for the disposition of the undivided one-half interest in and to said real property at the death of said Addie Hendrix and also desire to make additional agreements relative to said property, as provided herein;

NOW THEREFORE, in consideration of these premises, and in further consideration of the sum of \$10.00 to the parties of the first part in hand paid by the parties of the second part, the receipt and sufficiency whereof is hereby acknowledged by the parties of the first part, said parties of the first part and said parties of the second part do mutually agree and covenant as follows:

1. That said Lease Sale Contract by and between Leroy Hendrix, as party of the first part, and Virgil J. Wheat and wife, Ellen W. Wheat, as parties of the second part, referred to above, the same being dated June 22, 1976, and all the terms and provisions therein contained, are hereby ratified, approved, confirmed, and accepted as legally and equitably binding in all respects, on all parties thereto, and on all parties hereto.

2. That the parties of the second part will hereafter have the full right of possession of the above described real estate from this date until the death of said Addie Hendrix, provided said parties of the second part abide by all of the terms and provisions of said Lease Sale Contract and do not allow the same to become in default or terminated, according to the terms and provisions thereof;

3. That, at the death of said Addie Hendrix, and within sixty days thereafter, the parties of the first part will convey to the parties of the second part their undivided interests, as heirs at law and next of kin of said Addie Hendrix, in and to said

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real estate, for a cash consideration then to be determined, to be paid by the parties of the second part to the parties of the first part, said cash consideration to be the reasonable cash market value of an undivided one-half interest in and to said property at the time of the death of said Addie Hendrix, the parties of the second part being hereby granted what is commonly known and termed as "the right of first refusal" to purchase said property after the death of said Addie Hendrix;

4. That the parties of the second part will exercise the option herein granted within sixty days after the death of said Addie Hendrix, or the same shall be withdrawn, void, and no longer binding upon the parties of the first part;

5. That this Agreement To Convey Real Estate, and all the terms and provisions thereof, is and shall be, binding upon the individual parties hereto and their respective heirs, assigns, and successors in title.

In Witness Whereof, the undersigned parties of the first part and parties of the second part do each set their hands and seals on this 22nd day of June, 1976.



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Leroy Hendrix
Leroy Hendrix

Floyd M. Hendrix
Floyd M. Hendrix

Margaret E. Hendrix
Margaret E. Hendrix

Addilee H. Collins
Addilee H. Collins

Howard Collins
Howard Collins

Leroy N. Hendrix
Leroy N. Hendrix

Delores Hendrix
Delores Hendrix

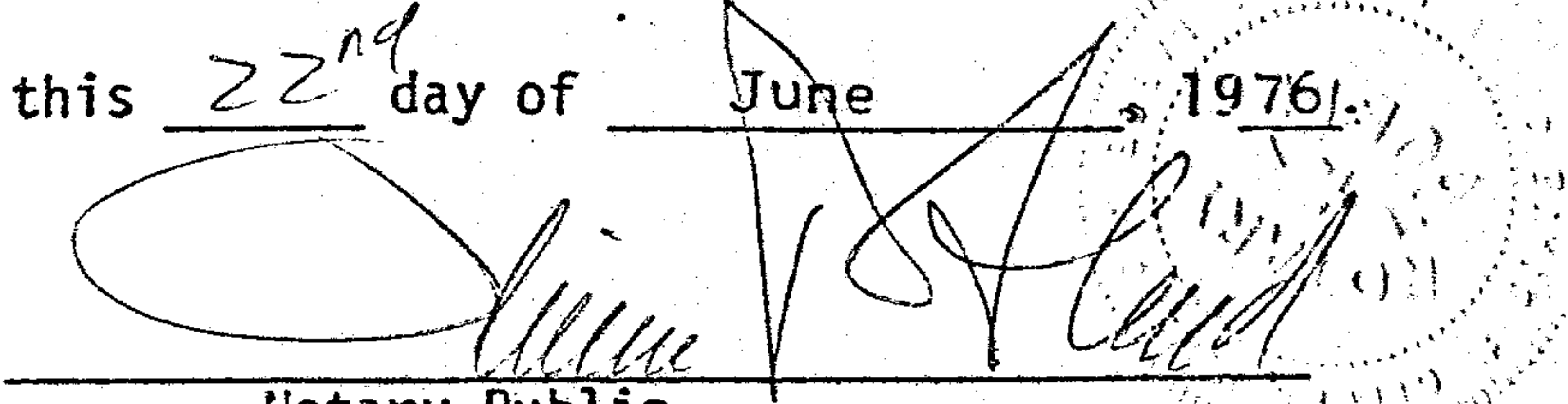
Virgil J. Wheat
Virgil J. Wheat

Ellen W. Wheat
Ellen W. Wheat

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leroy Hendrix ~~Agreement To Convey Real Estate~~ 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 he executed the same voluntarily on the day the same bears date.

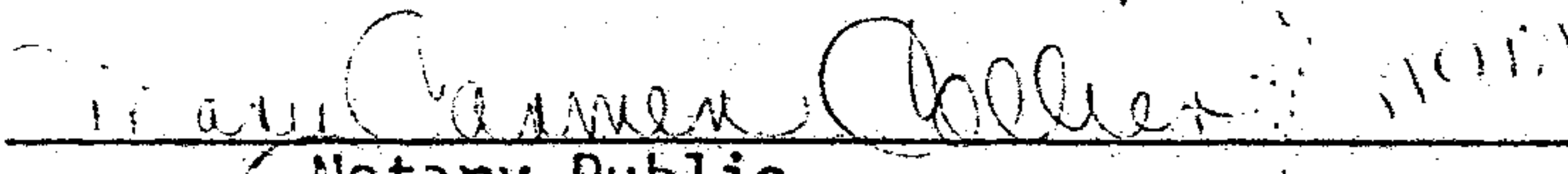
Given under my hand and official seal this 22nd day of June, 1976.


Notary Public

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Floyd M. Hendrix and wife, Margaret E. Hendrix ~~Agreement To Convey Real Estate~~ whose names are signed to the foregoing ~~conveyance~~, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of June, 1976.


Notary Public

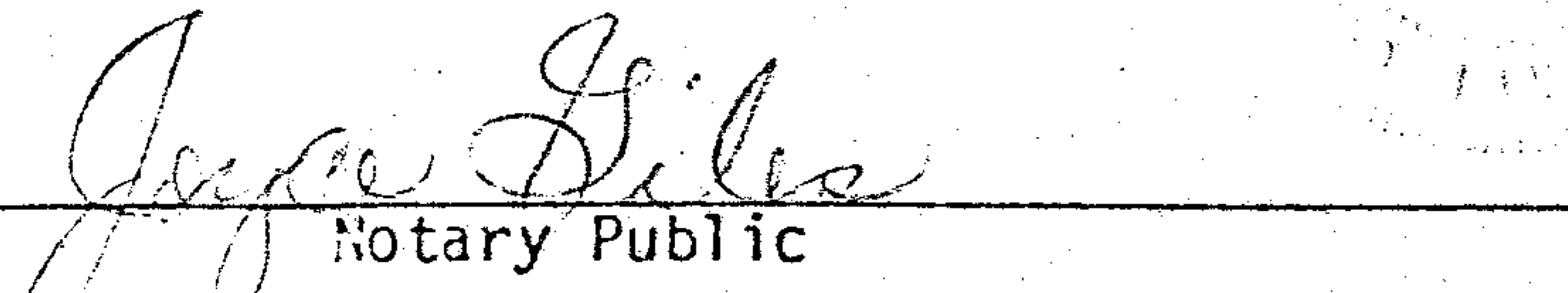
MY COMMISSION EXPIRES MARCH 23, 1977

STATE OF ALABAMA
COUNTY OF Saladaga

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Addilee H. Collins and husband, Howard Collins ~~Agreement To Convey Real Estate~~ whose names are signed to the foregoing ~~conveyance~~, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of June, 1976.

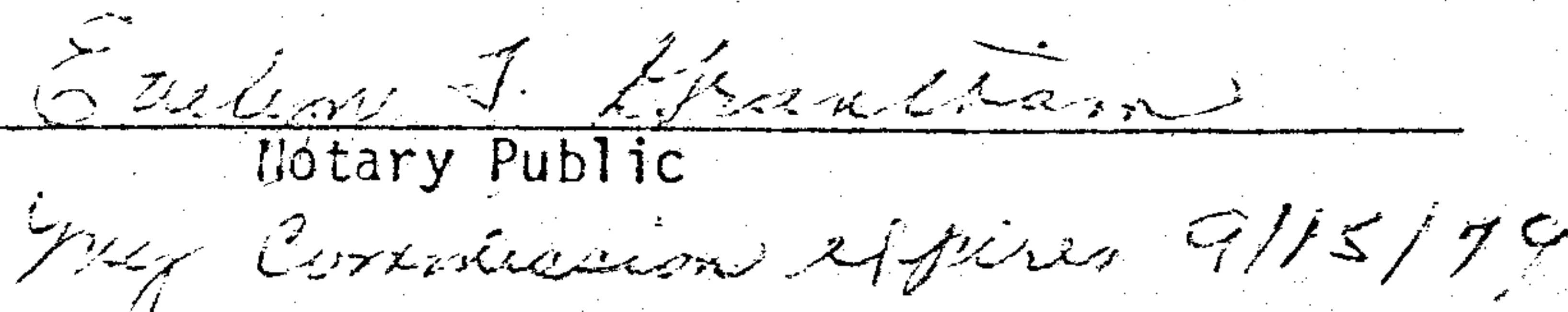

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Shelby Cnty Judge of Probate, AL
06/23/1976 12:00:00AM FILED/CERT


Notary Public

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leroy N. Hendrix and wife, Delores Hendrix ~~Agreement To Convey Real Estate~~ whose names are signed to the foregoing ~~conveyance~~, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of June, 1976.

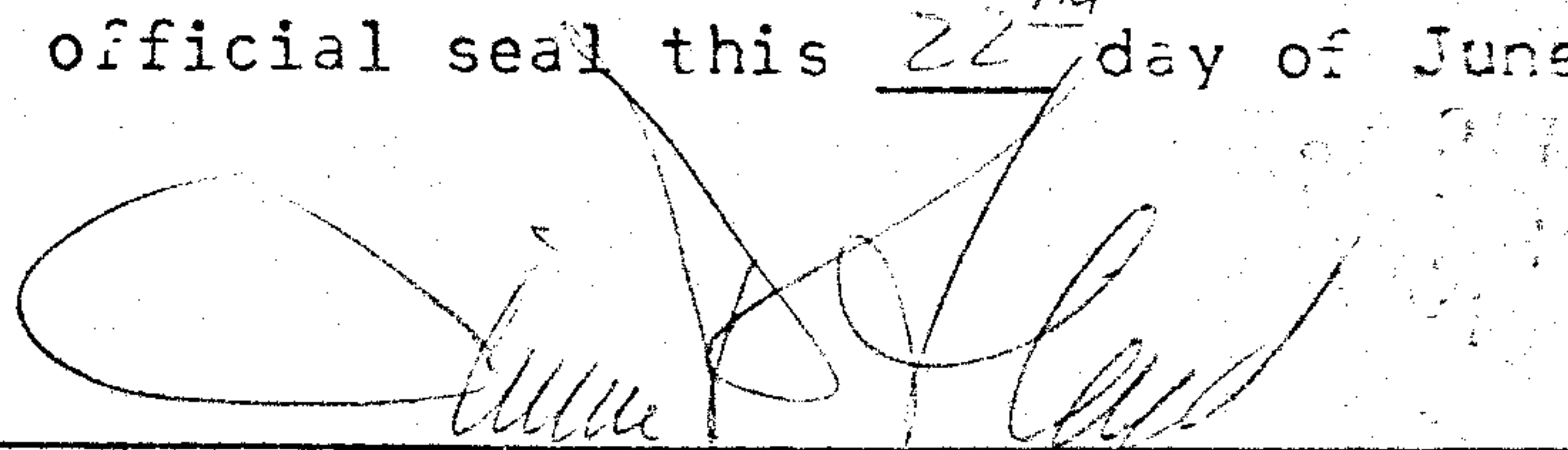

Notary Public
My Commission Expires 9/15/79

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Virgil J. Wheat and wife, Ellen W. Wheat, whose names are signed to the foregoing Agreement To Convey Real Estate, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement To Convey Real Estate they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of June, 1976.


Notary Public



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Shelby Cnty Judge of Probate, AL
06/23/1976 12:00:00AM FILED/CERT

Conrad M. Davidson
JUDGE OF PROBATE

1976 JUN 23 AM 9:40

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

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