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AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY

This Agreement made and entered into on this the 25th day of September, 1976, by and between L. Douglas Joseph, Glenda J. Stinson, Gail J. Owen, John Anthony Joseph and Nina J. Green,

WITNESSETH:



19761004000094570 1/3 \$.00
Shelby Cnty Judge of Probate, AL
10/04/1976 12:00:00 AM FILED/CERT

WHEREAS, the parties hereto own 160 acres of real estate jointly and each of them desire that no person other than said parties shall own an interest in the same unless all agree to sell said interest to a third party. Said real estate being described as follows:

SW $\frac{1}{4}$ of SE $\frac{1}{4}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$; NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 18,
Township 20, Range 1 West, Shelby County, Alabama.

It is agreed by the parties hereto that should any one of the undersigned desire to sell their interest in the above described real estate, said person shall give written notice to each of the remaining parties of their desire to sell their interest in the same. The remaining parties shall have sixty (60) days from the date of said notice in which to exercise their option to purchase said interest of the party desiring to sell.

The parties hereto further agree that should either one of them desire to sell their interest in the above described real estate, they will give the other parties hereto the right of first refusal to purchase the same at the fair market value at the time of sale. If a price cannot be agreed upon between the parties hereto, the same shall be submitted to three competent persons, one chosen by the person desiring to sell, one by the remaining property owners and a third by the two; and the decision of the majority shall be conclusive; and the expense of such persons shall be borne equally by the parties hereto.

The purpose of this agreement is for the protection of all parties and it is agreed that under no circumstance shall one or more parties have the right to force a sale in court.

It is further understood and agreed by the parties hereto that this agreement shall inure to the benefit of our heirs and devisees and shall be binding upon them to be carried out as hereinabove set out.

Due to the fact that this agreement involves real estate, the spouse, if any, of the above named parties are joining in the execution of the same in order to show that they are in agreement and to bind themselves to the terms and conditions hereinabove set out.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the 25th day of September, 1976.

L. Douglas Joseph
L. Douglas Joseph

Glenda J. Stinson
Glenda J. Stinson

Alvin M. Stinson, Jr.
Alvin M. Stinson, Jr.

Gail J. Owen
Gail J. Owen

B. A. Owen
B. A. Owen

John Anthony Joseph
John Anthony Joseph

Carolyn Joseph
Carolyn Joseph

Nina J. Green
Nina J. Green

Richard Green
Richard Green

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STATE OF ALABAMA
SHELBY COUNTY

I, Martha B. Jones, a Notary Public in and for said County, in said State, hereby certify that L. Douglas Joseph; Gail J. Owen and husband, B. A. Owen; John Anthony Joseph and wife, Carolyn Joseph; and Nina J. Green and husband, Richard Green, whose names are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement they executed the same voluntarily on the day the same bears date given under my hand and official seal this 25th day of September, 1976.

Martha B. Jones
NOTARY PUBLIC

STATE OF ALABAMA
SHELBY COUNTY

I, Martha B. Garner, a Notary Public in and for said County, in said State, hereby certify that Glenda J. Stinson and husband, Alvin M. Stinson, Jr., whose names are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of September, 1976.

Martha B. Garner
Notary Public



19761004000094570 3/3 \$.00
Shelby Cnty Judge of Probate, AL
10/04/1976 12:00:00 AM FILED/CERT

Carroll M. Stinson
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 OCT -4 AM 10:08