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Shelby Cnty Judge of Probate, AL
04/07/1977 11:09:00 AM FILED/CERT

AGREEMENT

7284

STATE OF ALABAMA

SHELBY COUNTY

This Agreement, made this 6th day of April, 1977, by and between CATHERINE C. DURBIN and husband, M. R. DURBIN, hereinafter referred to as party of the first part, and ARTHUR S. Jr. LUDWIG/and wife, ALMA B. LUDWIG, hereinafter referred to as party of the second part,

WITNESSETH:

WHEREAS, party of the first part has this date sold to party of the second part, a house and certain real estate located in SHELBY County, Alabama, said property being more particularly described as follows:

From the NE corner of the SW $\frac{1}{4}$ of Section 17, Township 21 South, Range 2 West, run south 2 deg. 15 min. east along the east boundary line of said SW $\frac{1}{4}$ of Section 17, Township 21 South, Range 2 West for 488.3 feet to the point of beginning of the land herein described; thence run south 88 deg. 33 min. west 1126.12 feet; thence north 83 deg. 02 min. west 125.55 feet; thence south 75 deg. 20 min. west 500.69 feet; thence south 79 deg. 36 min. west 585.36 feet; thence south 28 deg. 00 min. East 958.41 feet, more or less, to a point on the east right-of-way line of the old U. S. Highway 31; thence south 38 deg. 45 min. East along the east right-of-way line of the Old U. S. Highway 31 a distance of 340.0 feet, more or less, to a point on the northern boundary line of an old tram line; thence north 70 deg. 45 min. east along the north boundary line of said tram line 1246.3 feet; thence north 61 deg. 45 min. east along the north line of old tram line 214.4 feet; thence north 49 deg. 45 min. east along the north line of Old tram line 400.0 feet, more or less, to the point of intersection of the north boundary line of old tram line and the east boundary line of the SW $\frac{1}{4}$ of Section 17, Township 21 South, Range 2 West; thence run northerly along the east boundary line of said SW $\frac{1}{4}$ of Section 17, Township 21 South, Range 2 West for 586.7 feet, more or less, to the point of beginning. This land being a part of the SW $\frac{1}{4}$ of Section 17, Township 21 South, Range 2 West, and being 48.909 acres, more or less.

WHEREAS, the said parties have agreed that party of the first part shall maintain certain interests in said real estate for their lifetime; now this agreement witnesseth that each of said parties hereby agree with the other as follows:

1. Catherine C. Durbin and M. R. Durbin shall have the right to continue to reside in the residence presently located on



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said real estate for the rest of either of their lives, or until they voluntarily decide to move. The intention of this agreement is to grant unto Catherine C. Durbin and M. R. Durbin, or the survivor, the right to occupy said home as their residence as long as either desires to maintain their residence on said property.

2. During the occupancy of Catherine C. Durbin and M. R. Durbin or the survivor, the interior of the house shall be the domain of said party of the first part and as such, the party of the first part shall have complete control of the interior of said house to do with as they see fit. It is understood and agreed that party of the second part shall have the right to use of the bathroom and other facilities located in the basement of said home.

3. All of the interior furnishings, EXCEPT major appliances, shall be supplied by and remain the property of the party of the first part. For the purpose of this agreement, major appliances which are to be considered part of the house and to become the property and responsibility of party of the second part, are as follows:

Stove, refrigerator, oven, hot water heater and
air conditioner, and freezer.

It is further agreed that repair and maintenance of said major appliances shall be the responsibility of the party of the second part.

4. Party of the first part shall obtain insurance coverage for the contents of said house and party of the first part shall absolve and hereby does absolve and hold harmless, party of the second part for any possible liability for any injuries which occur within the confines of the house.

5. Party of the first part shall have the right to maintain the immediate surrounding yard and flower gardens and shall be free to make any distribution or arrangements of the plants and shrubs located therein. Party of the first part shall further have the right to go out and around the house and yard area at their discretion.

6. Party of the first part may from time to time, use the dog kennels located on said real estate to board dogs. Party of the

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first part shall receive all the income from said boarding of dogs and shall be responsible for all the expenses incurred therein. Party of the first part shall further be responsible for said animals' care, and cleaning of the facilities which are used in the care of said dogs. Party of the second part shall not be responsible for any claims, injuries or damage from the party of the first part's operation of said kennel.

7. Party of the first part shall in their discretion, have a live in companion or companions, the choosing of which would be solely in the discretion of party of the first part. It is further understood and agreed that party of the first part cannot sublet rooms, establish a boarding house of any kind or engage in any commercial or profit making venture without the written permission of the party of the second part.

8. Party of the second part shall be responsible for any and all property taxes and any and all fire or other insurance on the house and other buildings located on said real estate.

9. Party of the first part shall be responsible for their own water, power and telephone bills. All utilities utilized for the operation of the farm shall be reimbursed to party of the first party on a monthly basis.

10. It is further understood and agreed that should the house be destroyed by fire, tornado or other act of God, party of the second part shall rebuild a substantially similar structure for occupancy by the party of the first part within nine (9) months from the date of the destruction of the present house.

Party of the second party shall not be responsible for providing substitute lodging for the party of the first part during the nine (9) month period in which the house is being reconstructed.

It is understood and agreed that the term "party of the first part" shall be interpreted to mean Catherine C. Durbin and

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M. R. Durbin or whichever party survives the other. It is further agreed that in the event of the death of either Catherine C. Durbin or M. R. Durbin, the survivor shall have all the rights and privileges and benefits as enumerated in this agreement. Should the survivor remarry, the survivor may continue to use the premises and have all the rights afforded by this agreement until the survivor's death. At the death of the survivor, the second surviving spouse would have six (6) months to vacate the premises.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the 6th day of April, 1977.

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

R. 6.00
S. 1.00
\$ 7.00

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Thomas A. Snowden, Jr.
JUDGE OF PROBATE



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Catherine C. Durbin
Catherine C. Durbin

M. R. Durbin
M. R. Durbin

Arthur S. Ludwig Jr
Arthur S. Ludwig, Jr.

Alma B. Ludwig
Alma B. Ludwig

STATE OF ALABAMA
SHELBY COUNTY

I, Evan D. Mooney, a Notary Public in and for said County, in said State, hereby certify that Catherine C. Durbin and husband, M. R. Durbin; Arthur S. Ludwig and wife, Alma B. Ludwig, 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 6th day of April, 1977.

Evan D. Mooney
Notary Public

