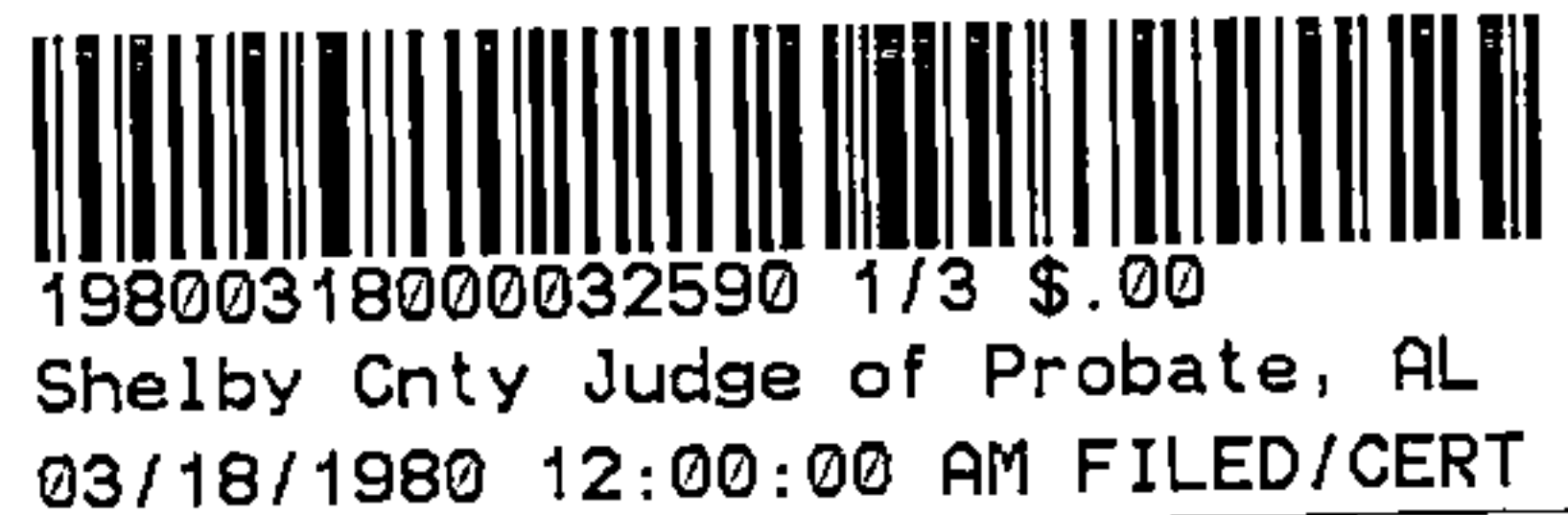




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We, all of the heirs of the late Gordon S. Cross, do set our seal this day and agree to the following:

1. First, it is our intention to limit the further sale of any estate lands at this time. Although it is agreed among the four of us that there is indebtedness against the estate that must be paid, we would like to delay until a more opportune time to sell any lands.

2. Second, knowing that certain indebtedness of the estate must be paid before a division and final settlement can be made, we agree to share and share alike the indebtedness of the estate. Further, the undersigned Hildred Swann as executrix agrees to contact the estate lawyer, Mr. Oliver Head, and ascertain the dollar value required to free the estate from all indebtedness, including any fees necessary for final settlement.

3. Third, in order to expedite the settlement of the estate, we each agree to share equally in the indebtedness. Therefore, we each assume an equal portion of the said indebtedness. Knowing that it is possible that some of us may be short of working capital, and not wishing to detain the others from their inheritance, we each agree to borrow the required monies, if necessary, against our inheritance.

4. Fourth, not wishing to impose on the good grace of the estate lawyer any more than necessary, and realizing that sufficient time must be allowed for each of us to accumulate sufficient capital to satisfy his portion to the indebtedness, we all agree that May 1, 1980, is to be set as the target date for all estate debts to be satisfied. Should this date be reached and one of us not be able to discharge his portion of the indebtedness, it is agreed that another member may lend this member monies so that a final settlement can be made. In return for this loan, this member will relinquish a portion of his inheritance of equal value, or will make and deliver a first mortgage on his undivided interest in the estate lands in favor of the member whom provided the necessary funds. The borrower is to pay all fees associated with the mortgage. This said first mortgage, together with accumulated interest at the rate of 10% will become due and payable one year from the date the lender parts

Vivian Cross Parrish
7708 Saxon Drive
Huntsville, Alabama 35802

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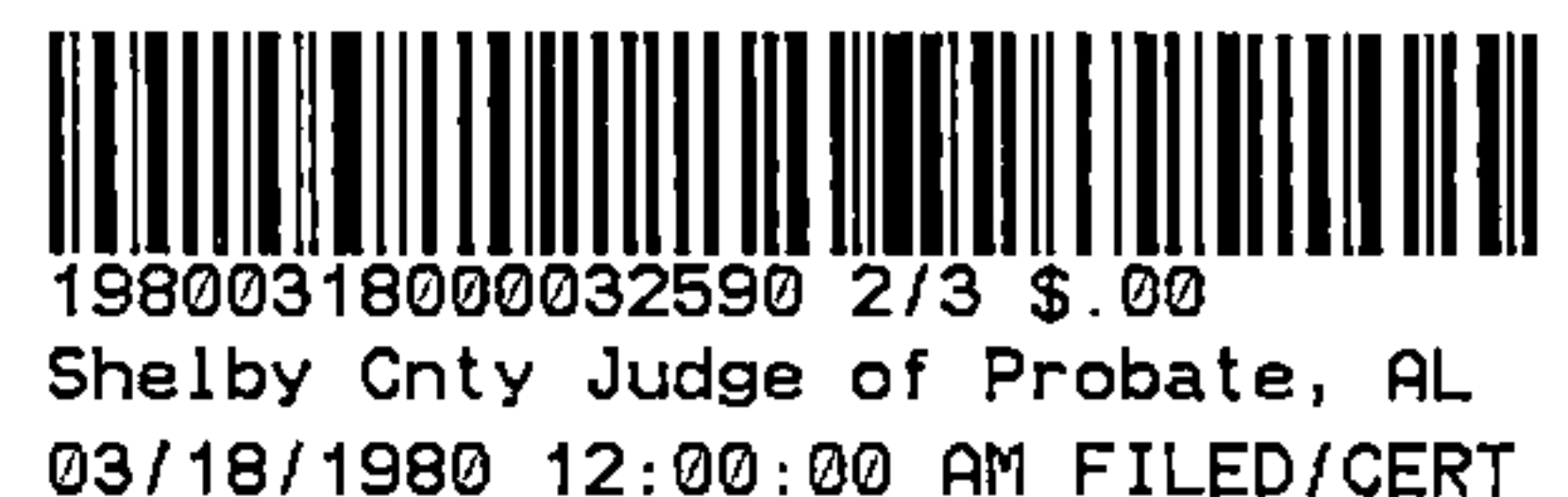
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with the funds. Should the member still not be able to pay the required funds, he or she agrees to relinquish a portion of his inheritance of equal value as the loan, and also to pay all fees necessary for the transaction, as set forth by a reputable surveyor and real estate person. Should he desire not to relinquish the portion of his inheritance, he must satisfy the mortgage and interest or be forced to sell some other assets so that the mortgage may be satisfied.

5. Fifth, we agree to sign any legal document that reflects the principles as set forth here, and agree that should it be possible to free the estate lands of indebtedness, the lands will be divided equally according to monetary value as set forth by an unbiased and impartial surveyor and a member of American Institute Real Estate Appraiser engaged in the profession of real estate appraising in Shelby County or Jefferson County or both. The fees for said surveyor and appraiser are to be imputed equally to all heirs. After the estate has been divided, it may then be possible for some heirs to select the portion they desire. This, of course, is providing such selection meets the approval of all the remaining heirs. Should it not be possible for each to select a satisfactory portion, it is agreed that each division shall be given a number and a drawing held where a small child draws for each member beginning with the oldest member. The portion of the inheritance which corresponds to the drawn number is binding and the member must accept it. This does not preclude two members from exchanging after the drawing; however, because this would be considered a business deal involving only those two members. Nevertheless, all heirs must be aware of the exchange, and it must be completed immediately following the drawing. Thus sufficient knowledge to make deeds and mortgages would be known, and other heirs could sign deeds relinquishing any claim to the portion of the estate drawn or traded for by others.

6. Sixth, the lands covered by this agreement are the land and all of

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them owned by Gordon S. Cross, our father, at the time of his death.

Having read and understood this document, we the below named heirs sign and agree to it.

Robert J. Cross
Robert J. Cross Seal
Date 3-10-80
Flora J. Cross
Flora Jane Cross Seal
Date 3/10/80

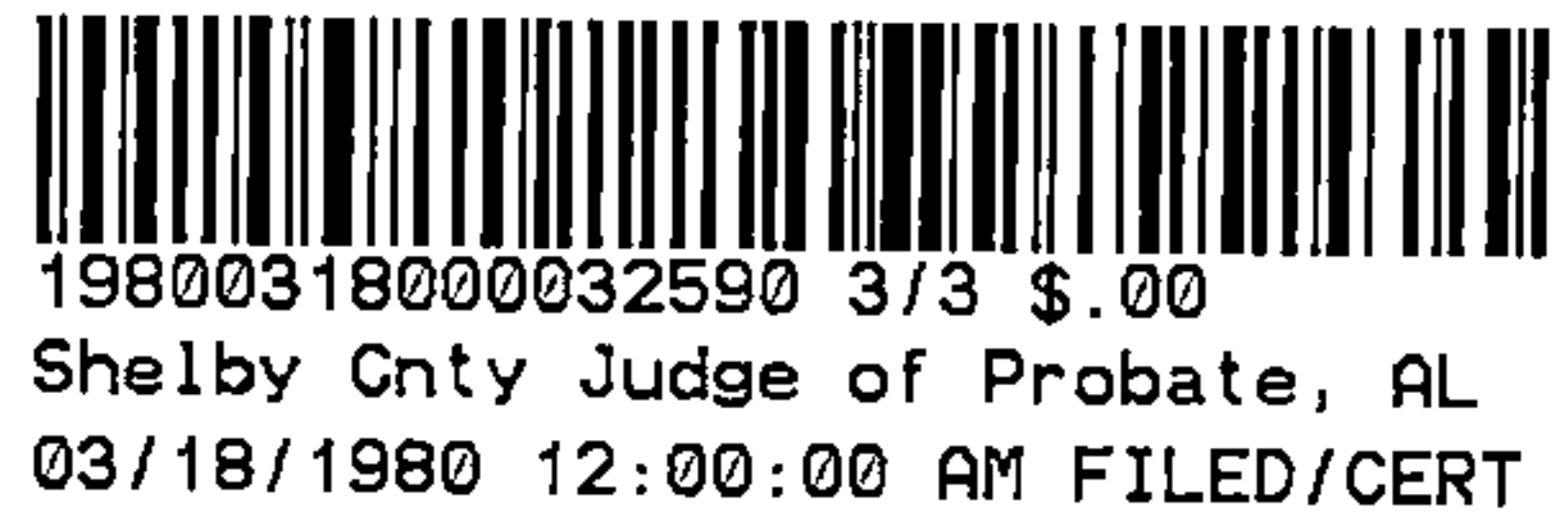
Horace M. Mullins
Horace M. Mullins Seal
Date 3-10-80
Lynelle Mullins
Lynelle M. Mullins Seal
Date: 3-10-80

Lewah Parrish
Lewah Parrish Seal
Date 3-10-80
Vivian Mae Parrish
Vivian Mae Parrish Seal
Date 3/10/80

William Swann
William Swann Seal
Date 3-10-80
Hildred A. Swann
Hildred A. Swann Seal
Date 3-10-80

Witnesses:

Mary L. Dwyer 3/10/80 Date
W. L. Dwyer 3/10/80 Date



STATE OF ALA. SHELBY CO.
I HEREBY THIS
1980 MAR 18 AM 9:20

William A. Swann, Jr.
JUDGE OF PROBATE
Rec. 7.50
Ind. 1.00
8.50