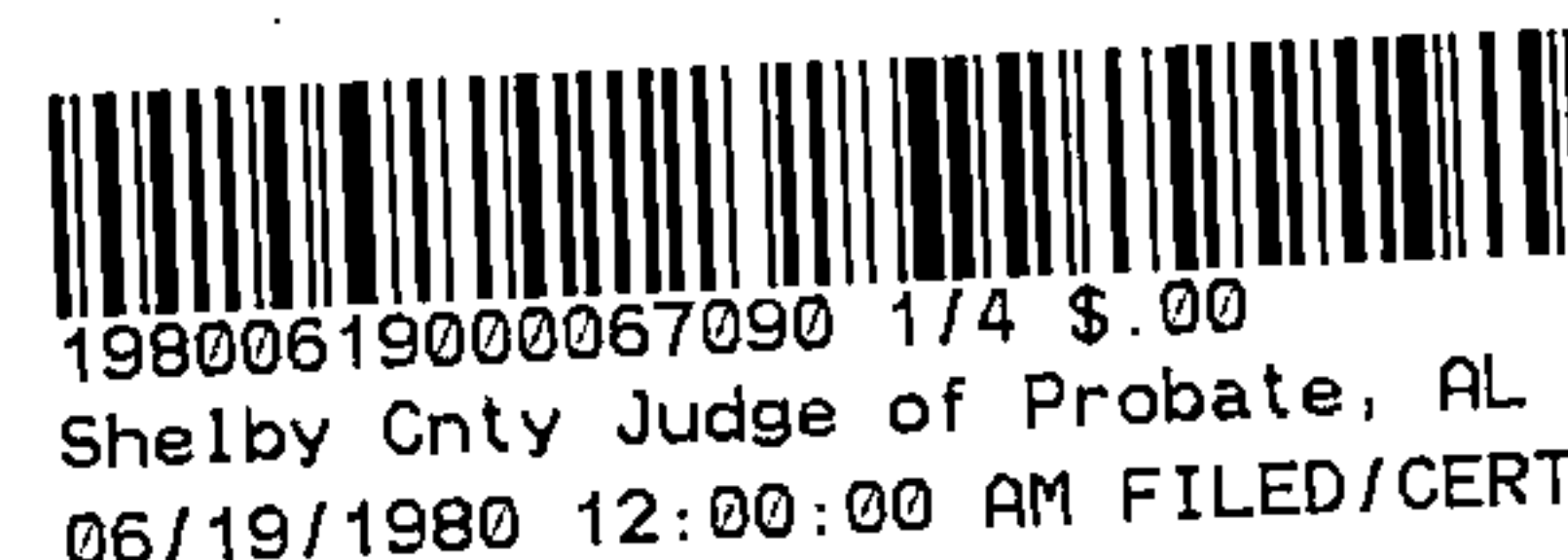


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STATE OF ALABAMA )  
SHELBY COUNTY )



AGREEMENT REGARDING ACRES, INC. STOCK AND LOTS

This Agreement entered into this 10<sup>th</sup> day of April, 1980,  
by and between Aubrey A. Byrd, hereinafter for convenience called  
"Byrd", Jerry M. Caffee, hereinafter for convenience called "Caffee"  
and Acres, Inc.

WHEREAS, on or about June 30, 1978, Caffee and Byrd sold all  
outstanding stock in River Oaks Dev., Inc. to Acres, Inc., and

WHEREAS, payment for said stock was \$125,000.00 each to  
Byrd and Caffee as agreed by the parties which was paid by Acres, Inc.,  
with a promissory note.

WHEREAS, Byrd and Caffee have each been paid \$8,000.00 from  
Acres, Inc., and

WHEREAS, Byrd and Caffee have each borrowed \$25,000.00 from  
Acres, Inc., and

WHEREAS, Acres, Inc., has credited the \$25,000.00 owed by  
Byrd and Caffee to the notes owed by Acres, Inc., and

WHEREAS, it is the purpose of this Agreement to set out a  
payment plan for the balance of the monies owed Byrd and Caffee by  
Acres, Inc.

NOW, THEREFORE, in consideration of One and no/100 (\$1.00)  
Dollars in hand paid by each party of this Agreement to the other  
the receipt and sufficiency of which is hereby acknowledged, and the  
covenants and conditions as set out hereinbelow, the parties agree as  
follows:

Aubrey A. Byrd  
3743 Lorna Lane  
Birmingham, Ala 35216

36 PAGE 406  
BOOK

1. Caffee agrees to assign to Byrd his \$125,000.00 note receivable from Acres, Inc.

2. Acres, Inc., will deed Lots 1-A, 63-A, 24 and 36, First Phase of Quail Run, to Byrd in exchange for \$26,000.00 credit on notes to Byrd. It should be pointed out that Lots 24 and 36 do not percolate and have not been approved for construction of a residence.

3. Acres, Inc., also agrees that Byrd has the right to obtain lots in Phase II or Phase III in exchange for credit on the notes in the amount of the standard sales price of the lot so conveyed.

4. Caffee is herewith assigning all receivables that he may have under the management agreement with Acres, Inc., to Byrd.

5. Acres, Inc., agrees that Caffee shall not be responsible for any additional management responsibilities or sales in Quail Run for Acres, Inc.

6. Caffee agrees to make himself available to meet with any party or parties or give testimony in any Court relating to any problems threatened or actual litigation or arbitration arising out of or on account of the development of property or any other business activity of Acres, Inc. This obligation is limited to facts, occurrences or events arising prior to the date of this agreement.



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Shelby Cnty Judge of Probate, AL  
06/19/1980 12:00:00 AM FILED/CERT

ACRES, INC.

By

Its

Aubrey A. Byrd

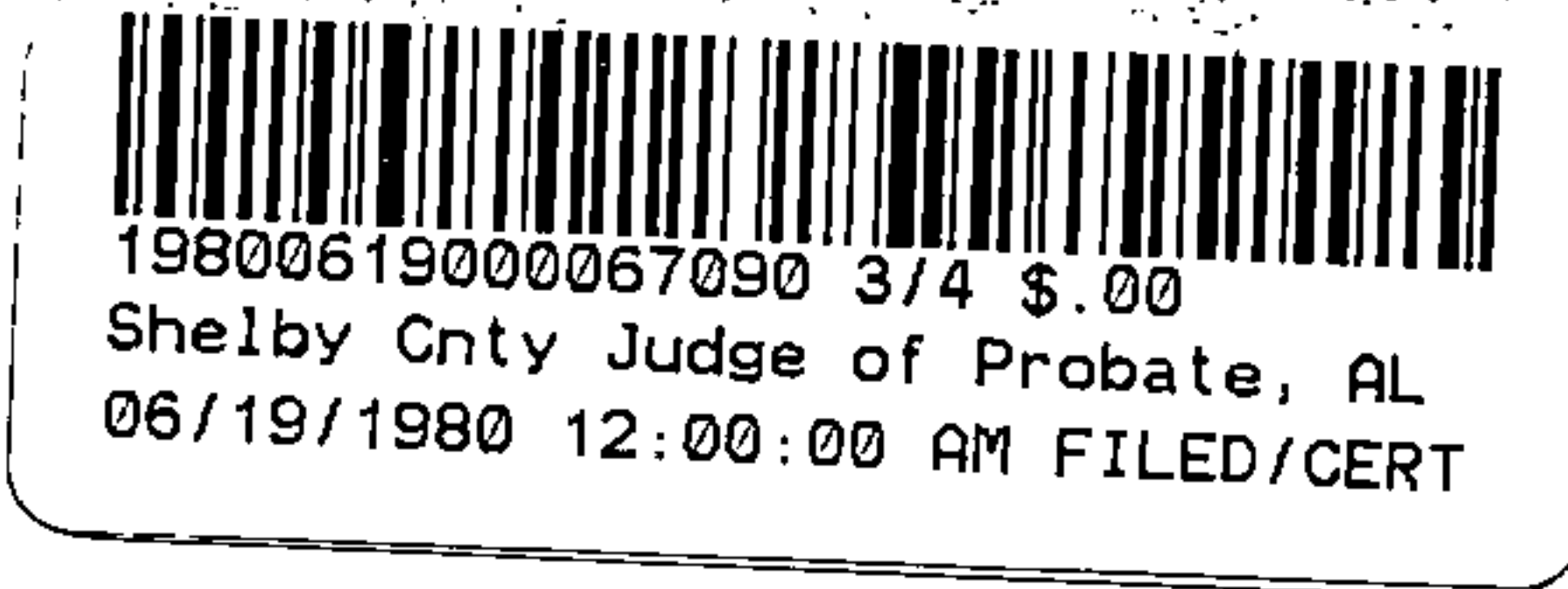
Jerry M. Caffee

BOOK 36 PAGE 407



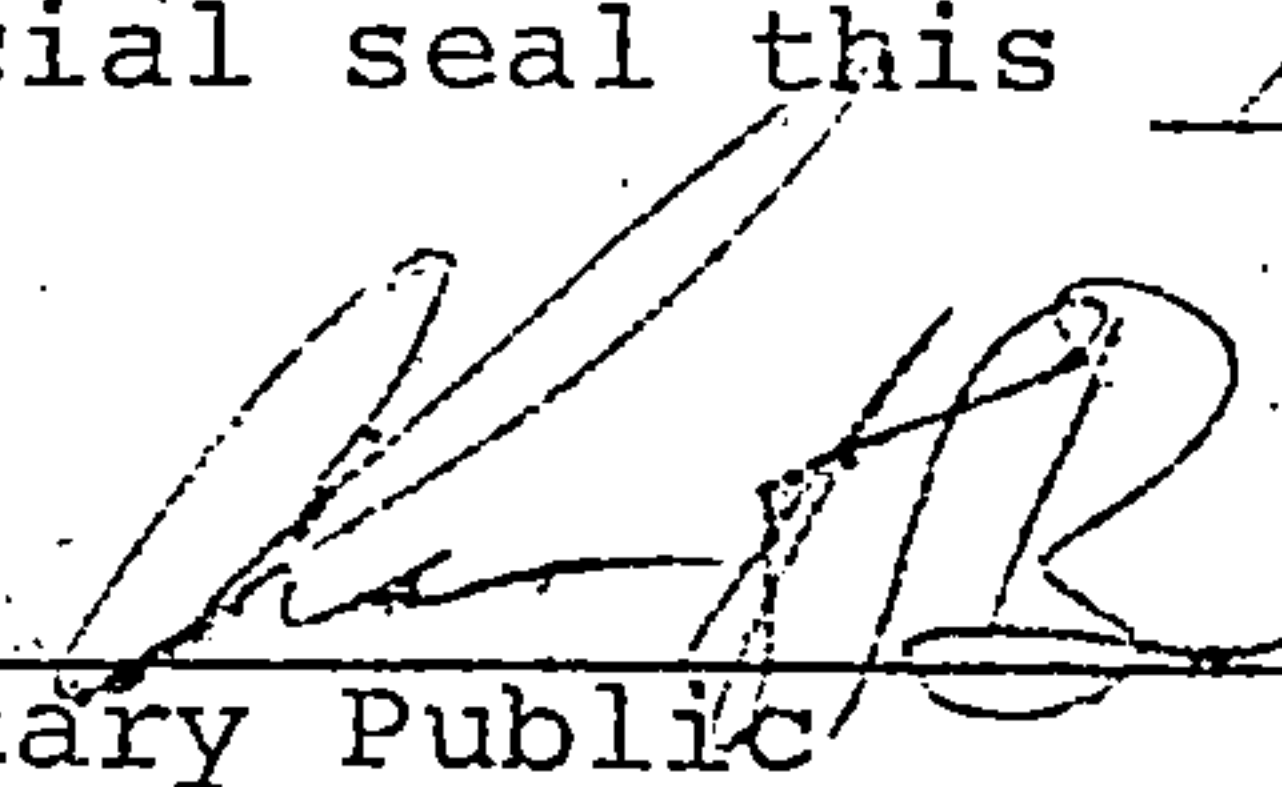
STATE OF ALABAMA )

SHELBY COUNTY )



I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Jerry M. Caffee, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of April, 1980.

  
Notary Public

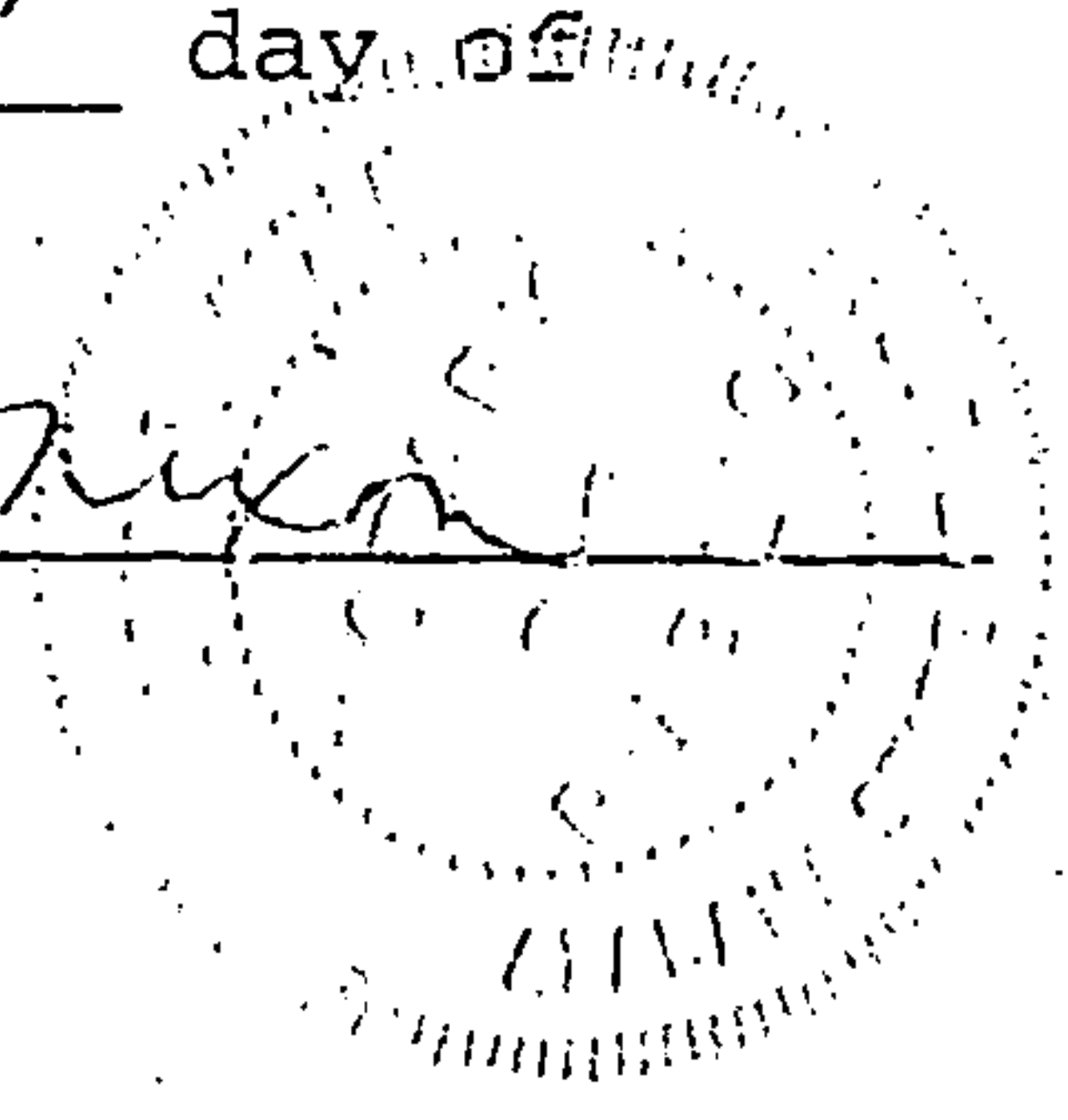
STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Aubrey A. Byrd, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10<sup>TH</sup> day of April, 1980.

  
Notary Public



36 PAGE 408

BOOK

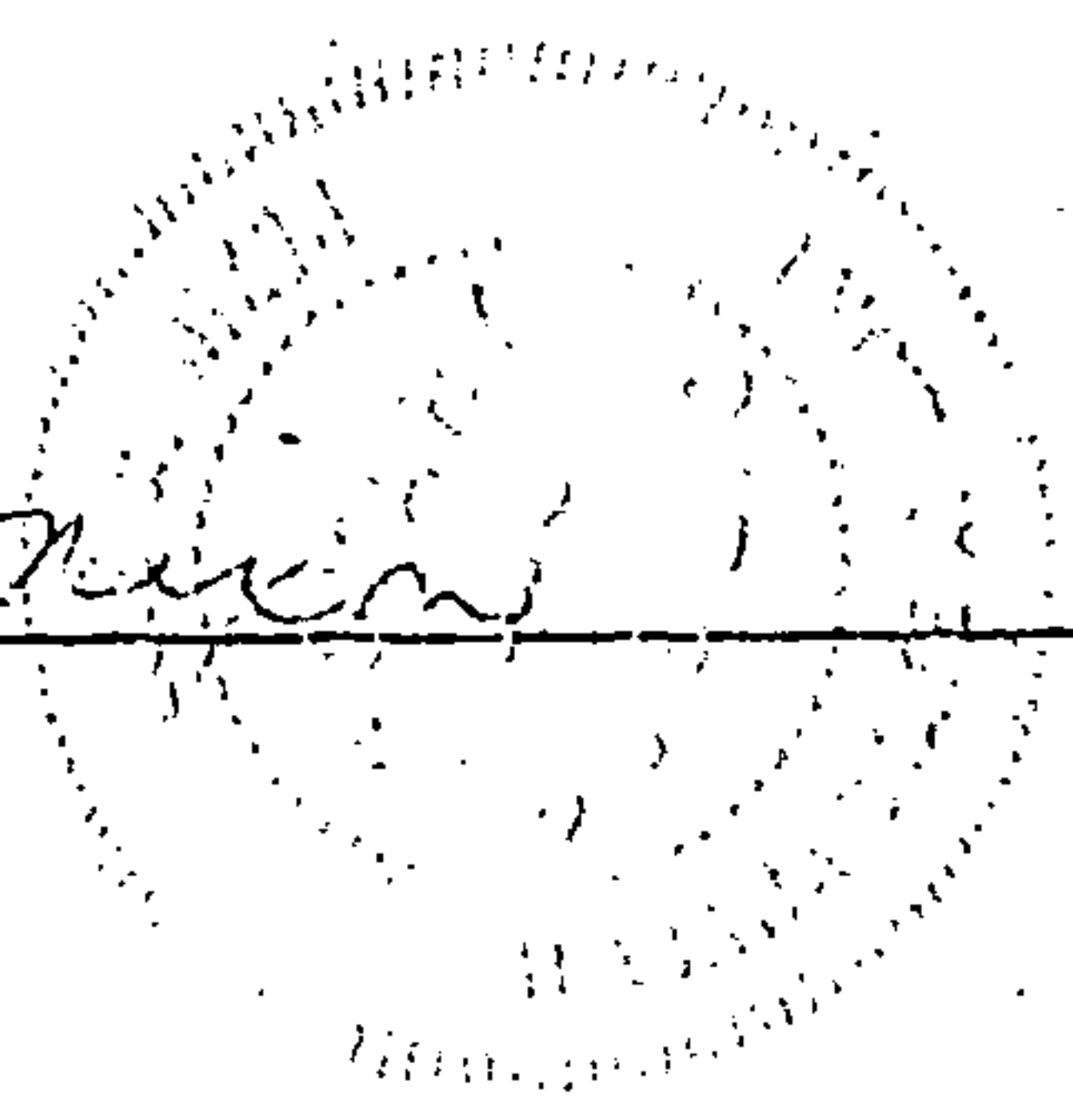
STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Daniel M. Spittler, whose name as President of Acres, 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 said instrument, he executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 10<sup>th</sup> day of April, 1980.

Lani R. [Signature]  
Notary Public



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

1980 JUN 19 AM 11:29

[Signature]  
JUDGE OF PROBATE

Rec. 600  
Fid. 100  
700

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Shelby Cnty Judge of Probate, AL  
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BOOK 36 PAGE 409