

570

STATE OF ALABAMA

SHELBY COUNTY



19800619000067140 1/5 \$.00
Shelby Cnty Judge of Probate, AL
06/19/1980 12:00:00 AM FILED/CERT

AGREEMENT

This Agreement, made and entered into by and between
Jerry M. Caffee (hereinafter referred to as "Caffee") and
Aubrey A. Byrd (hereinafter referred to as "Byrd"), on the 10
day of April, 1980.

W I T N E S S E T H:

WHEREAS, the above named parties are owners of the capital
stock of certain corporations known as House Market, Inc., Scott-
Caffee Company, Inc., J. M. Caffee Home Builders, Inc., Green
Oaks Dev., Inc., Scott, Caffee and Byrd Homebuilders, Inc. and
Scott, Byrd and Caffee Homebuilders, Inc.; and

WHEREAS, Caffee is desirous of divesting himself of all of
his capital stock in said corporations and Byrd is desirous of
acquiring the stock ownership presently owned by Caffee; and

WHEREAS, the parties have entered into certain agreements and
understandings with reference to the transfer and acquisition of
said capital stock.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other
good and valuable considerations, in hand paid by each of the parties
to the other, the receipt and sufficiency whereof is hereby
acknowledged, the parties hereto agree as follows:

1. Caffee shall immediately upon the execution of this Agree-
ment transfer and assign to Byrd all of his stock and notes
receivable owned by him in House Market, Inc., Scott-Caffee
Company, Inc., J. M. Caffee Home Builders, Inc., Green Oaks Dev., Inc.,

Aubrey A. Byrd
3443 Fern Lane
Birmingham
35216

BOOK 36 PAGE 410

Scott, Caffee and Byrd Homebuilders, Inc. and Scott, Byrd and Caffee Homebuilders, Inc., except that certain note executed by J. M. Caffee Home Builders, Inc. to J. M. Caffee dated the 23rd day of February, 1974, in the principal amount of \$1,177.56, which said note, together with the interest due thereon shall be paid by said J. M. Caffee Home Builders, Inc. to Caffee upon the execution of this Agreement.

2. Caffee shall turn over to Byrd all keys, files, canceled checks, checkbooks, monies and all other documents which he may have and which belong to the above named corporations within one (1) week from the date of this Agreement. Byrd agrees to preserve and maintain all of said records for a period of five (5) years from the date hereof.

3. The corporations shall continue to be responsible for the completion and sale of any houses presently under construction and/or completed and sold without the help or assistance of Caffee, his agent, servant or employee.

4. Caffee agrees to make himself available to meet with any party or parties, or to give testimony in any Court relating to any problems threatened, or actual litigation or arbitration arising out of or on account of the construction and sale of homes by any of the herein named corporations prior to the date hereof.

5. Byrd does hereby indemnify and hold harmless Caffee from any and all claims, demands, actions, causes of action, whether by contract or in tort, for and on account of any labor or materials furnished by any materialmen or subcontractors on said houses.



19800619000067140 2/5 \$.00
Shelby Cnty Judge of Probate, AL
06/19/1980 12:00:00 AM FILED/CERT

6. There shall be no additional or further monies due to Caffee from any of said corporations, other than as set forth in this Agreement, and Caffee shall submit his resignation as officer and/or director of all of said corporations and shall have no further duties or responsibilities as stockholder, director and/or employee of any of said corporations.

7. Caffee represents and warrants that he has not obligated himself or any of the above said corporations to do or perform any act, work or service other than that which has previously been communicated to Byrd. Specifically, and not by way of limitation of the above, the only obligations consist of obligations to the bank, express warranties or implied warranties imposed by law to previous purchasers of new homes, and ordinary bills incurred in the operation of the corporations. A list of bills concerning operation of the corporations is attached hereto and made a part hereof.

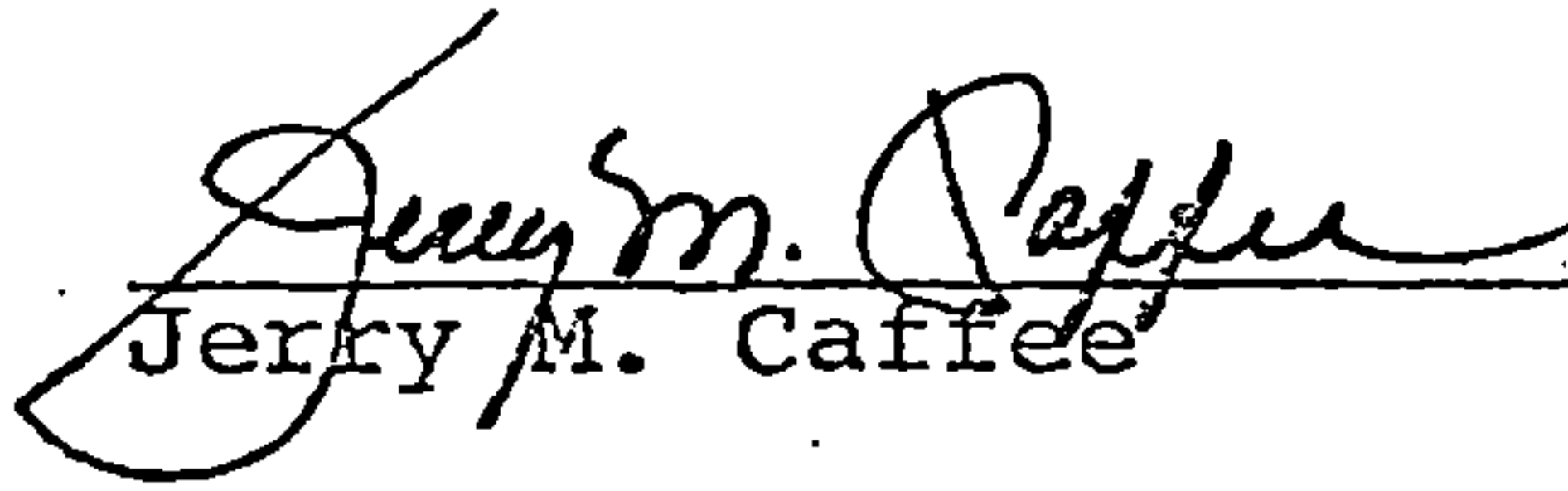
8. It is understood that the obligations for taxes due all government entities have been paid and are current; however, if there are any additional funds required as a result of any audit by any government entity, said amount shall be prorated among the stockholders according to their respective interest at the time that the obligation was incurred, and said stockholders shall immediately contribute their respective share in payment of said tax obligation.

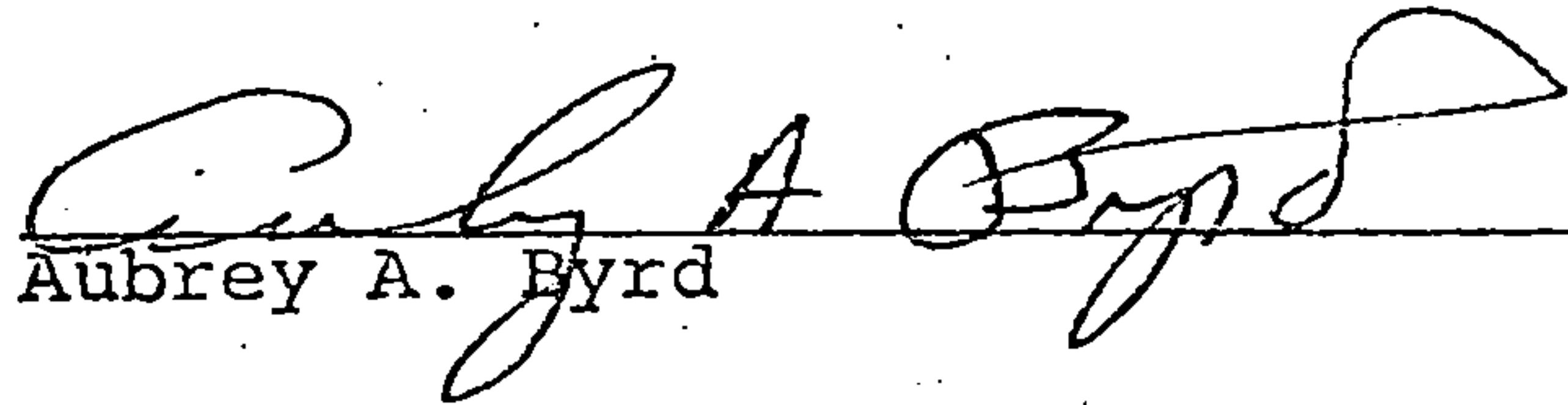
9. Caffee further agrees to promptly (within forty-eight (48) hours) report to Byrd any complaints communicated to him or to

19800619000067140 3/5 \$.00
Shelby Cnty Judge of Probate, AL
06/19/1980 12:00:00 AM FILED/CERT

Donald Ray Abney, Jr. regarding problems and/or defects and/or complaints regarding the houses heretofore constructed by the corporations or any problems pertaining thereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.


Jerry M. Caffee


Aubrey A. Byrd



19800619000067140 4/5 \$.00
Shelby Cnty Judge of Probate, AL
06/19/1980 12:00:00 AM FILED/CERT

36 PAGE 413

BOOK

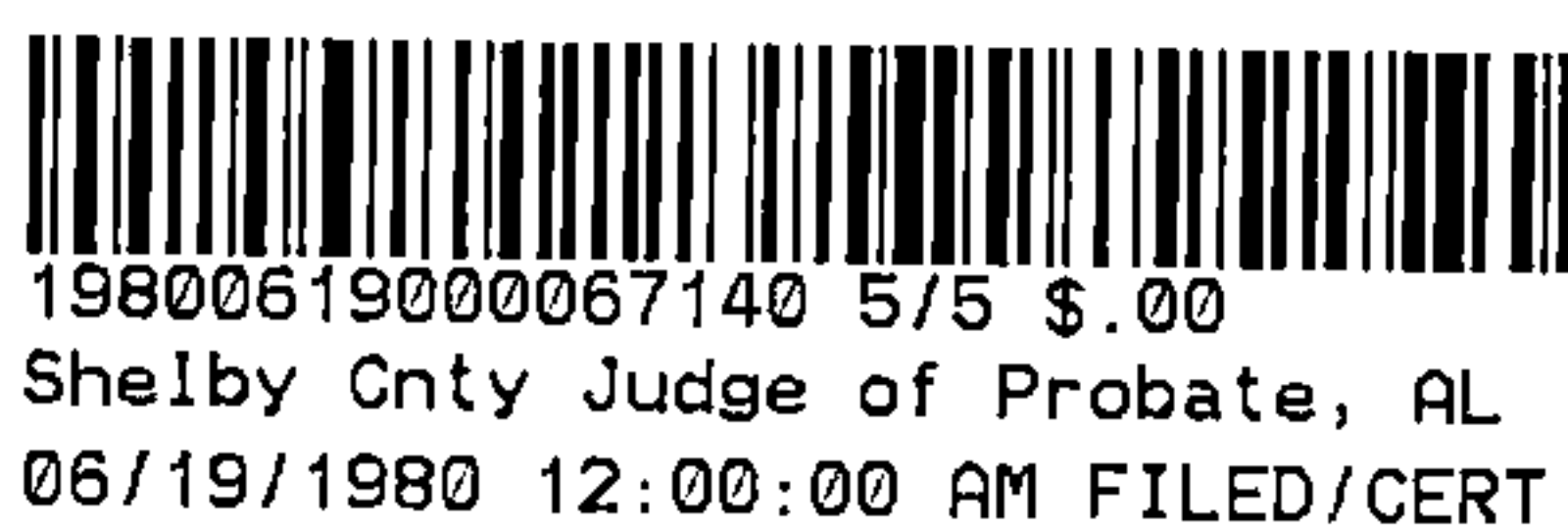
STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that JERRY M. CAFFEY, whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, _____ executed the same voluntarily on the day the same bears date.

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

[Signature]
Notary Public



BOOK 36 PAGE 414

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Cathy H. Brown whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, _____ executed the same voluntarily on the day the same bears date.

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

[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. 7.50
ad. 1.00
8.50