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STATE OF ALABAMA)

SHELBY COUNTY)

CONTRACT (AGREEMENT)

This agreement made this the 29th day of November, 1984, by and between James M. Johnson, Donald R. Johnson, James H. Faulkner, and Maude D. Collier, hereinafter known as Johnson, as one party; and Estelle W. Morgan, hereinafter known as Morgan, as the other, witnesses:

1. The parties desire to compose that part of the decree of the Supreme Court of Alabama entered September 24, 1976, in the case of Duncan vs. Johnson (SC 1059) cited as 338 So.2d 1243 (Alabama), which provided that upon the termination of the life estate for the life of another owned by Morgan, that Johnson should within one year after termination pay to Morgan an amount equal to the value the house on the property involved in the action added to the value of the land and Morgan be quit from said lands, and parties have entered into this agreement in composition and satisfaction of said requirements in said decree. Said life estate terminated March 19, 1984.

2. Johnson agrees that Morgan may remain in the house on Lot 25 (Lot 25 according to the survey attached to this contract as Exhibit "A") for and during the term of her natural life, and Morgan agrees that at the end of her life, the house and all structures of any and all kinds on said lot shall be the property of Johnson, and the further provisions of that agreement are as follows:

A. Morgan will execute and deliver to Johnson a quitclaim deed to all the realty (including improvements) involved in said lawsuit.

B. Johnson will execute and deliver to Morgan a statutory warranty deed to said Lot 25 conveying to her a life estate in said lot, and will grant her also the right to use the road presently leading from Highway 119 to said lot 25.

C. Johnson will pay the ad valorem taxes on said realty (including all improvements) now due and to become due.

D. Morgan will pay the assessments of the North Shelby County Fire and Emergency District and will not allow these charges to become a

lien upon the realty.

E. Morgan will maintain fire and extended coverage insurance on the improvements, including liability coverage, and will name herself and Johnson as beneficiaries as their interests may appear. The interest of Johnson other than liability coverage is set out in paragraph I. below.

F. Morgan may continue to use the well whether or not located on Lot 25 and may maintain the vapor light wherever it may be presently located. Morgan will remove the vapor light in the event it obstructs in any way any use of property other than lot 25 by Johnson.

G. In the event Johnson builds a usable road through the property such as is shown on said survey, touching Lot 25, Morgan will, upon request, release all right to the road referred to in paragraph B. above, and will use said new road instead.

H. Johnson is under no obligation to maintain said present roadway nor to maintain the property in any particular condition. In the event Johnson uses said current roadway for any purpose, Johnson will keep said road passable during any times that Johnson uses or has workers in the area, and repair any damage Johnson or their agents do to the road. Johnson will also keep open any new road replacing current roadway. Morgan will maintain her property in such condition as is consistent with the upkeep of the property under the control of Johnson.

I. In the event of fire or other hazard which damages or destroys the house on Lot 25, Morgan may use any or all the insurance proceeds to repair or rebuild said house, and retain any unused funds for herself; but in the such event she elects not to rebuild, Johnson will release all their claims to said proceeds upon Morgan's (1) execution and delivery of a quitclaim deed to Lot 25 to Johnson within sixty (60) days after such fire or other hazard and (2) payment of the costs of removal of the debris of the fire or other hazard from said lands as shown on said survey.

J. This agreement is intended to be in complete satisfaction of all obligations of the parties to one another arising out of the decree as aforesaid.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on

the date first above shown.

Estelle W. Morgan (LS)
ESTELLE W. MORGAN

Donald R. Johnson (LS)
DONALD R. JOHNSON

James M. Johnson (LS)
JAMES M. JOHNSON

Maude D. Collier (LS)
MAUDE D. COLLIER

James H. Faulkner (LS)
JAMES H. FAULKNER

ADDENDUM TO CONTRACT (AGREEMENT)

This Addendum to Contract (Agreement) made this 29th day of November, 1984, and executed simultaneously with the above and foregoing Contract (Agreement) by and between James M. Johnson, Donald R. Johnson, James H. Faulkner, and Maude D. Collier, hereinafter known as Johnson as one party; and Estelle W. Morgan, hereinafter known as Morgan, as the other, WITNESSETH:

The parties agree that the additional agreement as set forth in this Addendum to Contract (Agreement) shall be a part of the above and foregoing Contract (Agreement) and shall be binding upon said parties as if such agreements herein were set forth and made a part of the above and foregoing Contract (Agreement).

The residence dwelling of Morgan which is situated on Lot 25 is served by under-ground telephone and gas lines ^{and an overhead power line} leading from Highway 119 to said residence dwelling, said lines located in the vicinity of the presently existing road leading from Highway 119 to said Lot 25. Johnson agrees that said telephone and gas ^{and power} lines may be kept and maintained in their present location, and may continue to be used and maintained by Morgan, except that Johnson reserves the right to relocate said lines at its sole expense, after reasonable advanced notice to Morgan, and provided that,

in the event fo such relocation, Morgan will not unreasonably be deprived of
telephone and gas/^{and power} services.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date
first shown above.

Estelle W. Morgan (LS)
Estelle W. Morgan

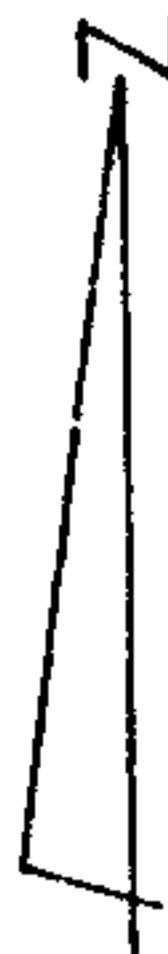
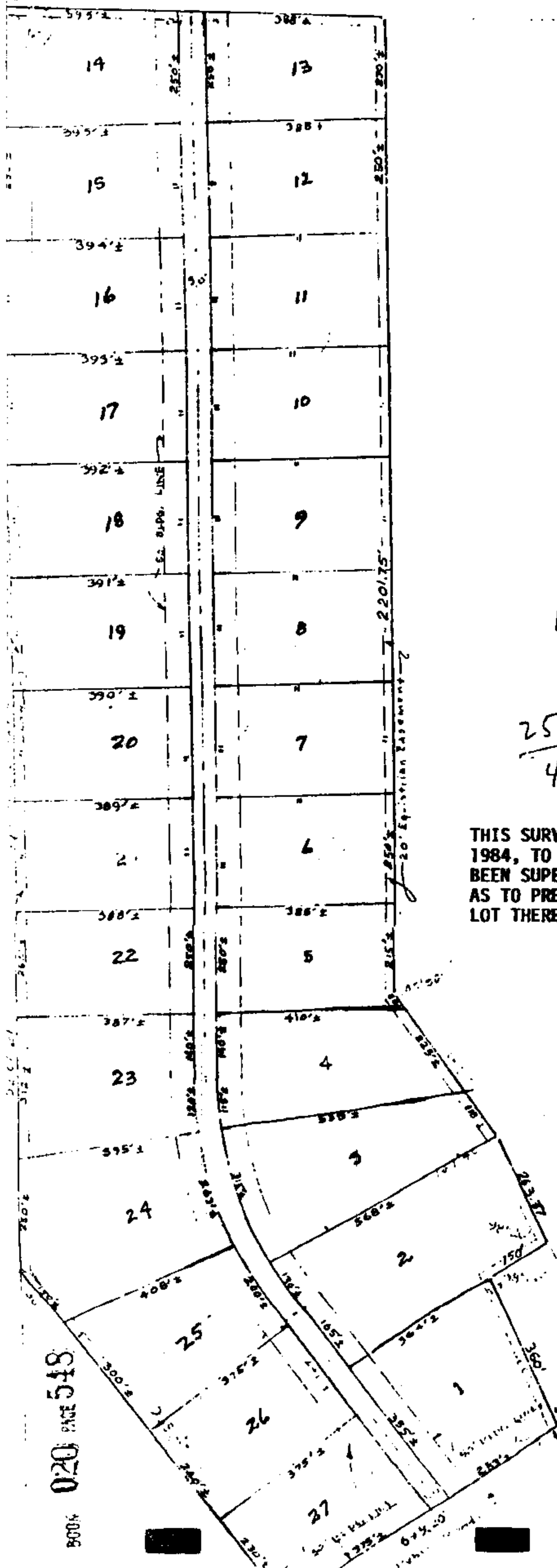
Donald R. Johnson (LS)
Donald R. Johnson

James M. Johnson (LS)
James M. Johnson

Maude D. Collier (LS)
Maude D. Collier

James H. Faulkner (LS)
James H. Faulkner

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$$\frac{250 \times 385}{43,560}$$

THIS SURVEY, ATTACHED TO CONTRACT OF NOVEMBER 29, 1984, TO EXPLAIN THE TERMS OF SAID CONTRACT, HAS BEEN SUPERCEDED BY LATER SURVEY BY ROBIN PHILLIPS AS TO PRECISE DESCRIPTION OF PROPERTY AND EACH LOT THEREIN.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 MAR 11 PM 3:28

Thomas A. Phillips
JUDGE OF THE RATE

RECORDING FEES

Recording Fee	\$ 12.50
Index Fee	4.00
TOTAL	\$ 16.50