

STATE OF ALABAMA

JEFFERSON COUNTY

237.
AGREEMENT

The parties to this agreement are Albert F. Thomasson, (hereinafter referred to as "Purchaser"), John E. McAvoy, Jr. and Louise T. McAvoy (hereinafter referred to as "Sellers"), the said parties agreeing as follows:

W I T N E S S E T H

WHEREAS, on August 31, 1982, the parties entered into a contract, a portion of the terms relating to the sale of twenty-seven (27) acres, Shelby County, Alabama; and

WHEREAS, certain additional terms and conditions contained in the said contract cannot be fulfilled at the time of closing but each of the parties desire to enforce the same at a subsequent date,

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the undersigned parties agree that (a) all the terms of the contract dated August 31, 1982 and addendums thereto shall survive the closing of the twenty-seven (27) acres, Shelby County, Alabama and that the terms in the said contract shall be enforceable by each of the said parties hereinafter, (b) that the right of first refusal, referred to in the said contract, shall exist for a period of five (5) years from date and shall be renewable for a like period of five (5) years so long as the promissory note, described in the said contract, shall have been paid through the August, 1986 installment. This renewal of the right of first refusal, for the additional five (5) year period shall be exercised for the payment of ONE DOLLAR (\$1.00) to the Sellers or their legal representatives and exercisable as defined in the said contract.

Dated this the 7th day of September, 1982.

SELLERS:

John E. McAvoy, Jr.
John E. McAvoy, Jr.

Louise T. McAvoy
Louise T. McAvoy

PURCHASER:

Albert F. Thomasson
Albert F. Thomasson d/b/a
AFTCO Properties

3940 Montclair Rd, Suite 307
B'ham, AL 35213

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STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John E. McAvoy, Jr. and wife, Louise T. McAvoy, whose names are signed to the foregoing document and who are known to me, acknowledged before me on this day, that, being informed of the contents of the document, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of September, 1982.


Notary Public

STATE OF ALABAMA
JEFFERSON COUNTY

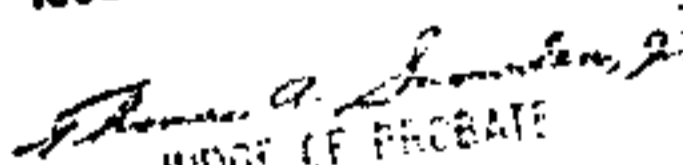
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Albert F. Thomasson, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of September, 1982.


Notary Public

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

1986 JAN -6 PM 1:05


JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 5.00
Index Fee	1.00
TOTAL	\$ 6.00

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