

STATE OF ALABAMA)

SHELBY COUNTY)

AGREEMENT

It is hereby understood and agreed, that on this day, December 12, 1986, Nina Hurst executed a deed to Scotch Building & Development Co., Inc., which deed conveys 30 acres, more or less. Scotch has paid to Nina Hurst a total of Fifteen thousand and no/100 (\$15,000.00) upon execution and delivery of the above deed.

At such time as the lawsuit, Case # CD 83-236E is settled or finally disposed of, then the balance of the purchase price due to Nina Hurst of Twenty seven thousand six hundred sixty six dollars & 67/100 (\$27,666.67) will be paid to Hurst by Scotch. And Hurst agrees to execute any further deeds and/or documents necessary to vest in Scotch any further right, title, or interest she may acquire, however at the final disposition of the above styled lawsuit, should Nina Hurst not be able to convey good and merchantable title to the above property to Scotch Building & Development Co., Inc., then Scotch shall not be liable for any further payment on the purchase price according to that certain contract dated September 12, 1986 and recorded in Book 91, Page 66, and contract shall become null and void, and Scotch shall deed the above 30 acres, more or less, to Hurst upon repayment of the \$15,000.00 consideration above.

Witness [Signature]

Nina F. Hurst
Nina Hurst

Witness [Signature]

Scotch Building & Dev. Co., Inc.
BY: [Signature]

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 DEC 29 PM 2:55

[Signature]
JUDGE OF PROBATE

Rec. 250
Ind 100
350

BOOK 106 PAGE 792