

March 13, 1977

STATE OF ALABAMA

SHELBY COUNTY

HS,400.00

For and in consideration of the sum of \$ 500.00 in hand paid by Henry K. McBride and Diane S. McBride to Deborah Dee Rogers, formerly known as Deborah Dee Rogers Estes, the receipt of which is acknowledged, and for the further consideration as herein set out, the said Deborah Dee Rogers hereby sells, transfers and assigns all of her right, title and interest in that certain Real Estate Lease Sale Contract dated December 7, 1974, between said Deborah Estes and Jimmy R. Estes, as lessees, and Deer Springs Estates, Inc., as lessors, to Henry K. McBride and his wife Diane S. McBride along with all of the right, title and interest of said Deborah Dee Rogers and her former husband, Jimmy Ralph Estes in and to Lot 9, and the house and other improvements thereon. A copy of said Real Estate Lease Sale Contract

is attached hereto as Exhibit A.

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The further sum of \$ 5500.00 being the balance of this purchase price will be paid by Henry K. McBride and Diane S. McBride to Deborah Dee Rogers upon being delivered full possession of the said property which is now occupied by tenants of Deborah Dee Rogers, it being the obligation of said Deborah Dee Rogers to remove the said tenants and deliver full and complete possession to the said McBrides.

In the event that possession of said property is not delivered to the said McBrides within 49 days from this date, March 13, 1977, the said Deborah Dee Rogers will refund to the McBrides the full amount which has been paid to her plus interest at 8% per annum.

The said Deborah Dee Rogers hereby warrants that she and her former husband, Jimmy Ralph Estes, have done nothing to encumber said property in any way, and that there are no judgements against them.

Courtney Mason

March 13, 1977

STATE OF ALABAMA

SHELBY COUNTY

For and in the consideration of One and no/100 Dollars (\$1.00), Deborah Dee Rogers, formerly known as Deborah Dee Rogers Estes, excepts full and complete liability of Deer Springs Estates, Inc., Home Owners Loan Association Inc. and Mr. and Mrs. Henry K. McBride to all claims, rights and title that Jimmy Ralph Estes has in the Real Estate Lease Sale Contract made on December 7, 1974, between Deer Springs Estates, Inc., the lessor, and Jimmy Ralph Estes and Deborah Estes, the leesees.

Furthermore that Deborah Dee Rogers grants, bargains and sells any title of Quick Claim recorded in the office of the Judge of Probate of Shelby County, Alabama, as recorded in Vol. 302, Page 21^{CC} to Henry K. McBride and Diane S. McBride.

Deborah Dee Rogers Estes
Deborah Dee Rogers
Deborah Dee Rogers, Seller

Henry K. McBride
Henry K. McBride, Buyer

Diane S. McBride
Diane S. McBride, Buyer

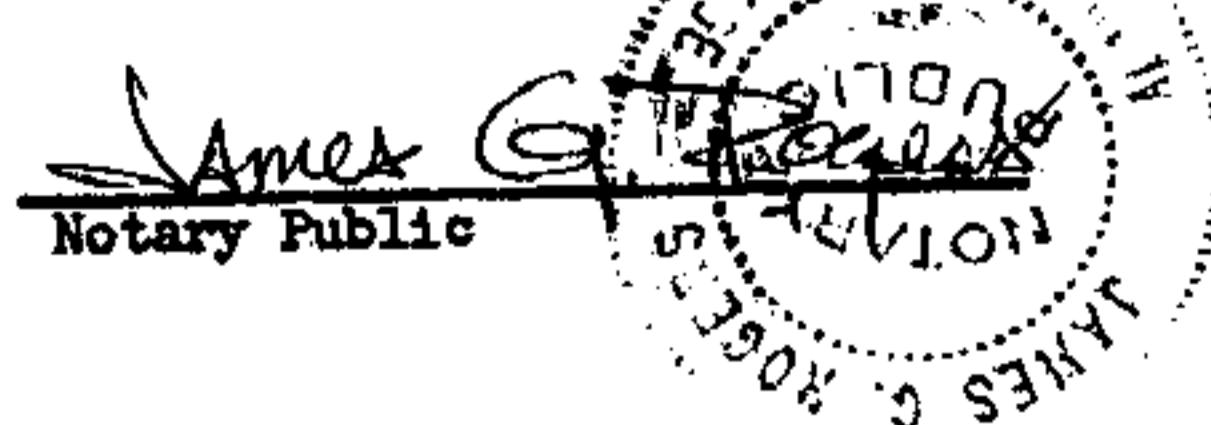
BOOK 123 PAGE 156

STATE OF ALABAMA

SHELBY COUNTY

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

Given under my hand and official seal this 13 day of MARCH, 1977.



The said Henry K. McBride and Diane S. McBride upon receiving full possession of said house hereby assume all obligations of payment to Deer Springs Estates, Inc. as set forth in the said Real Estate Lease Sale Contract.

Deborah Dee Rogers Estates
Deborah Dee Rogers
Deborah Dee Rogers, Seller

Henry K. McBride
Henry K. McBride, Buyer

Diane S. McBride
Diane S. McBride, Buyer

Approved:

Deer Springs Estates, Inc.

By Diane S. McBride
as is

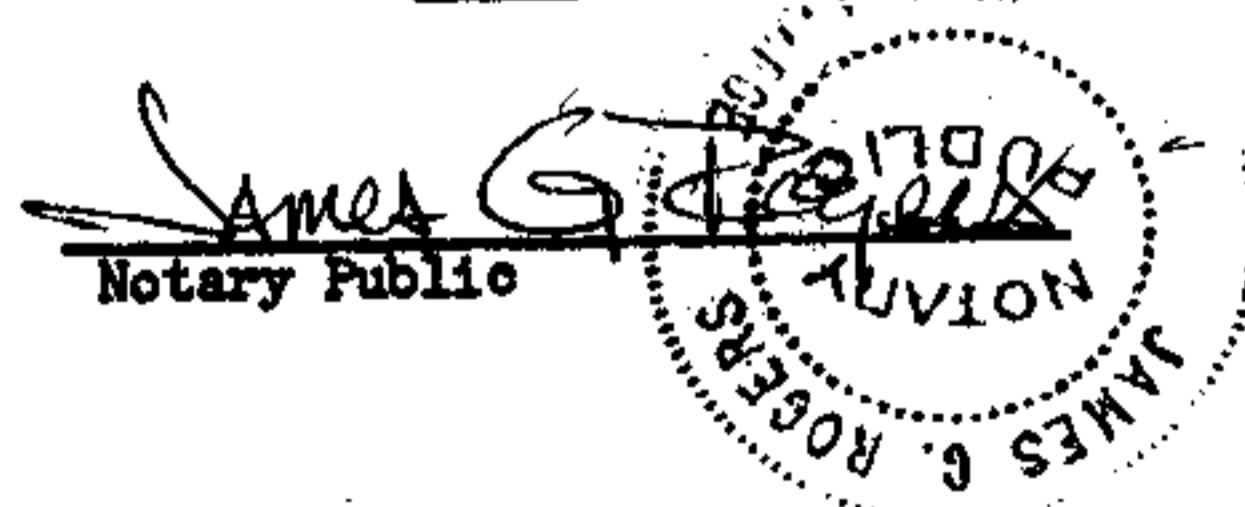
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STATE OF ALABAMA

SHELBY COUNTY

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

Given under my hand and official seal this 13 day of MARCH, 1977.



STATE OF ALABAMA)
SHELBY COUNTY)

REAL ESTATE LEASE SALES CONTRACT

THIS CONTRACT MADE THIS 7 DAY OF Dec., 1975,
BETWEEN DEER SPRINGS ESTATES, INC., AN ALABAMA CORPORATION, HEREINAFTER
REFERRED TO AS THE "LESSOR," AND Ginnie Ralph Estes and wife
Dorothy, HEREINAFTER REFERRED TO AS THE "LESSEE."

WITNESSETH:

THE LESSOR HEREBY CONTRACTS TO LEASE TO THE LESSEE AND
THE LESSEE HEREBY CONTRACTS TO LEASE FROM THE LESSOR, THAT CERTAIN UN-
IMPROVED LOT OR PARCEL OF LAND SITUATED IN SHELBY COUNTY, ALABAMA, AND
KNOWN AS:

LOT #44 ~~as shown on tentative~~
~~unrecorded plat of lessor.~~

THIS CONTRACT IS SUBJECT TO THE FOLLOWING EXPRESS TERMS,
CONDITIONS AND AGREEMENTS, TO-WIT:

1. THE ABOVE DESCRIBED PROPERTY HAS NOT BEEN SURVEYED AND
IT IS AGREED THAT WHEN A SURVEY IS MADE BY LESSOR, THE ABOVE DESCRIPTION
IS SUBJECT TO MODIFICATIONS AS TO LOCATION AND DIMENSIONS SO AS TO
CONFORM TO SUCH SURVEY; PROVIDED, HOWEVER, THAT LESSEE SHALL RECEIVE
A LOT WITH AN EQUIVALENT AREA IN SQUARE FEET.

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3. LESSEE FURTHER AGREES AS A PART OF THE CONSIDERATION FOR THE LEASE OF THE HEREINABOVE DESCRIBED REAL ESTATE THAT THIS LEASE SHALL NOT BE TRANSFERRED OR ASSIGNED TO ANY OTHER PERSON, FIRM OR CORPORATION WITHOUT THE WRITTEN CONSENT OF THE LESSOR ENDORSED THEREON.

4. LESSOR AT ITS EXPENSE SHALL CAUSE A SURVEY TO BE MADE AND RECORDED, ESTABLISHING THE LOCATION AND DIMENSIONS OF THE ABOVE LOT AND DEDICATING A ROAD OR STREET GIVING ACCESS TO SAID LOT, AND SHALL THEN GRADE SUCH ROAD OR STREET BUT SHALL NOT BE OBLIGATED TO PAVE OR TO MAINTAIN SUCH STREET OR ROAD. IT IS OUR INTENTION TO DEED THE ROADS IN DEER SPRINGS ESTATES, INC., TO SHELBY COUNTY AND THEY WILL MAINTAIN THEM.

5. UPON PAYMENT OF THE LEASE AS HEREIN SET OUT, TOGETHER WITH TIME PAYMENT CHARGE, THE LESSOR AGREES TO CONVEY TITLE TO THE LESSEE WITH A LOT SURVEY ESTABLISHING THE EXACT LOCATION AND DIMENSIONS OF SAID LOT AND THE ROAD OR STREET ON WHICH THE SAME FRONTS ALONG WITH TITLE INSURANCE POLICY, SHOWING A GOOD AND MERCHANTABLE TITLE TO SAID LOT, FREE OF ENCUMBRANCES UNLESS HEREIN EXCEPTED; OR, A TITLE INSURANCE POLICY ISSUED BY A COMPANY QUALIFIED TO INSURE TITLES IN ALABAMA, IN THE AMOUNT OF THE PURCHASE PRICE, INSURING THE LESSEE AGAINST LOSS ON ACCOUNT OF ANY DEFECT OR ENCUMBRANCE IN THE TITLE UNLESS HEREIN EXCEPTED; OTHERWISE, THE CASH SELLING PRICE PAID BY THE LESSEE SHALL BE REFUNDED. IN THE EVENT OWNER'S AND MORTGAGEE'S POLICIES ARE OBTAINED, AT THE TIME OF CLOSING, THE TOTAL EXPENSE OF PROCURING THE TWO POLICIES WILL BE DIVIDED EQUALLY BETWEEN THE LESSOR AND THE LESSEE.

6. WITHIN THIRTY DAYS AFTER LESSOR FURNISHES LESSEE WITH A LOT SURVEY AND AN ABSTRACT OF TITLE OR TITLE POLICY SHOWING GOOD TITLE AS ABOVE STATED, THE LESSOR AGREES TO EXECUTE AND DELIVER TO THE LESSEE A WARRANTY DEED CONVEYING GOOD AND MERCHANTABLE TITLE TO SAID REAL ESTATE, FREE AND CLEAR OF ALL ENCUMBRANCES, BUT SUBJECT TO EASEMENTS FOR PUBLIC UTILITIES, RESTRICTIVE COVENANTS, CONDITIONS AND LIMITATIONS WHICH PERTAIN TO SAID LOT, COPY OF WHICH IS PRINTED BELOW, ALSO SHELBY COUNTY SUB-DIVISION, LOT AND ZONING ORDINANCES, IF ANY, WHICH PERTAIN TO SAID LOT, AND ANY MINERAL MINING RIGHTS NOT OWNED BY THE LESSOR.

7. IT IS AGREED, HOWEVER, BETWEEN THE LESSEE AND THE LESSOR THAT SHOULD THE LESSEE FAIL TO PAY ANY OF THE DEFERRED MONTHLY INSTALLMENTS AS HEREIN PROVIDED, AS SAME BECOME DUE AND PAYABLE AND REMAIN IN DEFAULT

FOR ONE MONTH, THE LESSOR SHALL HAVE THE RIGHT TO DECLARE THIS CONTRACT FORFEITED AND CANCELLED AND WITHOUT NOTICE TO THE LESSEE, LESSOR MAY TAKE POSSESSION OF THE PREMISES, AND THE LESSEE AGREES IN SUCH EVENT TO GIVE PEACEFUL POSSESSION OF SUCH PREMISES, AND UPON SUCH FORFEITURE AND CANCELLATION THE LESSEE SHALL HAVE NO FURTHER INTEREST IN SAID LANDS AND ALL SUMS THAT MAY HAVE BEEN PAID ON THE LEASE PRICE AT THE TIME OF SUCH DEFAULT SHALL BE FORFEITED TO THE LESSOR AND MAY BE RETAINED BY THE LESSOR AS LIQUIDATED DAMAGES FOR THE LOSS OF RENTALS OR ANY OTHER EXPENSE INCURRED BY THE LESSOR IN THE LEASE OF THE PREMISES AND THE PREPARATION AND PLAN FOR SUCH LEASE.

8. IN THE EVENT THIS LEASE IS CANCELLED, THE LESSEE AGREES THAT THEIR POSSESSORY INTEREST IN AND TO SAID PREMISES SHALL CEASE AND UPON SUCH CANCELLATION IF THE LESSOR FINDS IT NECESSARY TO BRING SUIT TO POSSESS OR REPOSSESS SAID PREMISES OR TO ENFORCE COLLECTION OF THE BALANCE DUE ON THIS CONTRACT, THE LESSEE AGREES TO PAY ALL COURT COSTS, INCLUDING A REASONABLE ATTORNEY'S FEE, NOT TO EXCEED 15%, THAT MAY BE INCURRED IN ANY SUIT OR ACTION INSTITUTED BY THE LESSOR FOR THE RECOVERY OF SUCH POSSESSION OF THE BALANCE DUE.

9. IT IS AGREED BETWEEN THE LESSEE AND THE LESSOR THAT THE LESSEE WILL NOT CONSTRUCT ANY IMPROVEMENTS ON SAID PROPERTY WITHOUT THE PRIOR CONSENT OF THE LESSOR AND WILL HAVE NO RIGHT UNTIL THE FULL LEASE PRICE, INCLUDING ACCRUED TIME PAYMENT CHARGES HAVE BEEN PAID, TO MATERIALLY CHANGE SAID PREMISES WITHOUT PERMISSION OF DEER SPRINGS ASSOCIATES, INC., AND THE LESSOR SHALL HAVE THE RIGHT TO GO UPON SAID PREMISES FOR AN INSPECTION THEREOF.

10. THE LESSEE AGREES THAT THIS CONTRACT WILL NOT BE FILED FOR RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, OR ANY OTHER PLACE, AND FURTHER AGREES THAT THIS CONTRACT STATES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MERGES IN THIS AGREEMENT ALL STATEMENTS, REPRESENTATIONS AND COVENANTS HERETOFORE MADE AND THAT ANY AGREEMENTS NOT INCORPORATED HEREIN ARE VOID AND OF NO FORCE AND EFFECT.

MONEY BACK GUARANTEE

If purchaser is not
entirely satisfied at
the end of a three-year
period, Deer Springs
Associates, Inc., will
refund the cash selling price
or that portion of the cash
selling price that customer
has paid at the end of the
3 year period if payments
have been paid as agreed.

DEER SPRINGS ASSOCIATES, INC. -LESSOR

BY J. V. Dickey
Ats Pres. Inc.

Cautions: It is important that you thoroughly read this
contract before you sign it.

LESSEE

Connie R. Estes
Deborah Estes

DEER SPRINGS ESTATES, INC. - LESSOR

BY: J. H. Pecking
Its 10/1/81

LESSEE

Connie R. Estes
✓ Deborah Estes

DEER SPRINGS ESTATES, INC., RESERVES THE RIGHT TO ASSIGN THIS CONTRACT TO ANY LENDING INSTITUTION OF ITS CHOICE.

LESSEE

✓ Connie R. Estes
✓ Deborah Estes

THIS CONTRACT CAN BE CANCELLED WITHIN THREE DAYS. SEE RECISSION AGREEMENT.

RATE OF INTEREST 7 1/2 ANNUALLY AND OR ~~OR~~ ADD-ON.

RESTRICTIVE COVENANTS, CONDITIONS AND
LIMITATIONS REFERRED TO IN PARAGRAPH 6
OF REAL ESTATE LEASE SALES CONTRACT:

LAND USE AND BUILDING TYPE

NO LOTS SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES WITHOUT
DEER SPRINGS ESTATES, INC., PRIOR CONSENT. NO BUILDING SHALL BE ERECTED,
ALTERED OR PLACED WITHOUT THE PRIOR CONSENT OF DEER SPRINGS ESTATES, INC.
NO LOT MAY BE SUBDIVIDED INTO SMALL LOTS OR PARCELS WITHOUT THE PRIOR
CONSENT OF DEER SPRINGS ESTATES, INC. ON THE PROPOSED LAKE FRONT LOTS,
PIERS MAY BE EXTENDED INTO THE LAKE, BUT NOT TO EXCEED 15 FEET. NO
BUILDING MAY BE LOCATED ON ANY LOT NEARER THAN 25 FEET TO THE FRONT LOT LINE
OR 25 FEET TO THE BACK LOT LINE OR NEARER THAN 10 FEET TO THE SIDE LINES
WITHOUT THE PRIOR CONSENT OF DEER SPRINGS ESTATES, INC. EAVES, STEPS
AND OPEN PORCHES SHALL BE CONSIDERED AS A PART OF A BUILDING.

EASEMENTS

EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND
DRAINAGE FACILITIES ARE RESERVED. ALL ROADS, STREETS, EASEMENTS AND
RIGHT-OF-WAYS ARE RESERVED BY DEER SPRINGS ESTATES, INC., AND MAY BE
CONVEYED BY THEM TO ANY OTHER PERSONS.

NUISANCES

NO OBNOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON, ON ANY
LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN
ANNOYANCE OR A NUISANCE TO THE NEIGHBOR. PETS WILL BE LIMITED TO ONE
PER FAMILY, THEN ONLY ONE DOG OR ONE CAT WITHOUT PRIOR CONSENT OF DEER
SPRINGS ESTATES, INC.

TEMPORARY STRUCTURES

NO STRUCTURES OF A TEMPORARY CHARACTER, BASEMENT, TENT, SHACK,
GARAGE, BARN OR OTHER BUILDINGS SHALL BE USED ON ANY LOT AT ANY TIME AS
A RESIDENCE EITHER TEMPORARY OR PERMANENTLY. WHEN THE CONSTRUCTION OF
ANY BUILDING IS BEGUN, IT MUST BE COMPLETED IN ITS ENTIRETY BEFORE
OCCUPATION. THE BUILDING SHALL NOT BE OCCUPIED DURING CONSTRUCTION
WITHOUT PRIOR CONSENT OF DEER SPRINGS ESTATES, INC. WHERE A MOBILE HOME
IS USED AS A RESIDENCE, IT SHALL NOT BE LESS THAN 12 FEET WIDE OR 50 FEET
LONG AND MUST BE UNDER-PINNED. ANY FRAME DWELLING SHALL HAVE FINISHED
SIDING.

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

1. REC'D. 15.50

2. REC'D. —

3. Recording fee 20.00

4. Notary fee 1.00

5. Total 66.50

BOOK 123 PAGE 182

John A. Johnson, Jr.
JUDGE OF PROBATE