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STATE OF ALABAMA)
JEFFERSON COUNTY)

AGREEMENT AND RELEASE

THIS AGREEMENT AND RELEASE is entered into effective this the 18 day of NOV, 1988 by and between the undersigned Donnie F. Tucker (hereinafter "Tucker") and the undersigned Hiram H. Gilbert d/b/a Real Estate Specialists/Real Estate Concepts (hereinafter "Gilbert").

WITNESSETH:

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Tucker and Gilbert have previously entered into that certain Agreement dated March 5, 1987 entitled Contract for Professional Services a copy of which is attached hereto as Exhibit "A" and which shall sometimes hereinafter be referred to as the "Agreement". Pursuant to the terms of the Agreement, Gilbert agreed to perform certain services and Tucker agreed to the payment of certain monies. Gilbert has performed certain of the services set forth under the Agreement and Tucker has paid to Gilbert approximately \$43,000.00 more or less. Tucker and Gilbert have mutually agreed to the termination of the Agreement and to the additional sums which will be paid by Tucker to Gilbert as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, Ten Dollars (\$10), the mutual covenants and conditions herein set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned Tucker and Gilbert do hereby agree as follows:

1. The Agreement is hereby declared to be terminated and of no further force and effect. Gilbert shall have no further obligation for the performance of any services under the Contract and, except as specifically set forth in paragraph 2 hereof, Tucker shall have no further obligations under the Agreement of any kind or nature including, but not limited to, the payment of any monies or other form of compensation to Gilbert.

2. Tucker agrees to pay to Gilbert the sum of \$19,000.00 which shall be payable as follows:

2086 Valleydale Terrace
Prichard, AL 35244

this Agreement	A. On or before the expiration of seven (7) days from the date of	\$5,000.00
	B. Payable at the rate of \$1,000.00 per lot as more particularly set forth hereinafter, but in no event later than December 31, 1989	\$14,000.00
	Total	\$19,000.00

The aforesaid sum of \$14,000.00, which is payable no later than December 31, 1989, shall be payable at the rate of \$1,000.00 per lot, upon the sale of each lot, for each of the remaining fourteen (14) lots located in the Riverchase Trade Center Subdivision, which is the property subject to the Agreement. As each such lot is closed and the purchase price paid therefor, \$1,000.00 from each sale shall be paid toward reducing said \$14,000.00 figure. To the extent that the said \$14,000.00 has not been paid in full by December 31, 1989, then the balance shall be paid on or before said date. Except for the sums to be paid specifically under this paragraph number 2, Tucker shall have no further obligation to Gilbert in any manner for the payment of any sums or other form of compensation.

3. Tucker hereby releases Gilbert from any and all claims which Tucker might have against Gilbert as of the date of this Agreement which arise out of the entering into of the Agreement and the performance by Gilbert of his obligations as therein set forth. Gilbert hereby releases Tucker from any and all claims or obligations that Gilbert might have of Tucker as of the date of this instrument arising out of the Agreement or in connection with the obligations of Tucker as set forth in the Agreement, except, that Tucker shall pay to Gilbert the sums of money in the amounts and in the manner as set forth in the above paragraph number 2. Furthermore, Gilbert hereby releases any lien or claim of lien that he might have arising out of the Agreement or in connection with the real property subject to the Agreement, including, but not limited to, any claim arising out of the recordation of the Agreement with the Office of the Judge of Probate of Shelby County, Alabama, in Volume ¹⁸²~~200~~ at page ⁸³~~824~~. This instrument shall be sufficient as a release of any claim that Gilbert might have as a result of the recordation of the Agreement; however, Gilbert agrees to execute such further instrument as might reasonably be requested of him in order to release any such lien or claim of lien.

4. The terms and provisions of this Agreement encompass the entire Agreement of the parties and there are no additional, verbal, collateral or other agreements or understandings between the parties with respect to this matter except as specifically set forth herein.

5. The terms and provisions of this instrument shall be binding upon and shall inure to the benefit of each of the undersigned and their respective heirs and assigns.

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Executed by each of the undersigned by their hands and seals effective this the same date as first hereinabove written.

WITNESS:

Linda R. Smith

Linda R. Smith

Donnie F. Tucker

Donnie F. Tucker

Hiram H. Gilbert

Hiram H. Gilbert d/b/a
Real Estate Specialists/
Real Estate Concepts

STATE OF ALABAMA)

JEFFERSON-COUNTY)

Shelby County

Before me, Linda Richards Smith, a notary public in and for said county in said state, personally appeared Donnie F. Tucker, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of November, 1988.

Linda Richards Smith
Notary Public

[NOTARIAL SEAL]

My commission expires: 4-21-1992

STATE OF ALABAMA)

JEFFERSON COUNTY)

Shelby County

Before me, *Linda Richards Smith*, a notary public in and for said county in said state, personally appeared Hiram H. Gilbert d/b/a Real Estate Specialist/Real Estate Concept, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this *18th* day of *November*, 198*8*.

Linda Richards Smith
Notary Public

[NOTARIAL SEAL]

My commission expires: *4-21-1992*

T7740/01

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

89 MAY -9 AM 10:47

Thomas A. Davidson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u><i>10.00</i></u>
Index Fee	<u><i>2.00</i></u>
TOTAL	<u><i>12.00</i></u>