

SEND TAX NOTICE TO:

KENT R. CLARK
LINDA P. CLARK

1703 Inverness Lane
Birmingham, AL 35242

This instrument was prepared by:

Patrick F. Smith, Attorney
Strickland & Smith
4 Office Park Circle, Suite 212
Birmingham, Alabama 35223

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of THIRTY-FIVE THOUSAND and No/100's (\$35,000 00) DOLLARS to the undersigned grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, DAVID A. LEE and wife, TAMARA J. LEE (hereinafter grantors), do grant, bargain, sell and convey unto KENT R. CLARK and LINDA P. CLARK, (hereinafter grantees) as joint tenants with right of survivorship, all of our right, title and interest in the following described real estate, situated in SHELBY COUNTY, ALABAMA:


Lot A, according to the Survey of Sunny Meadows, First Sector, Second Phase, as recorded in Map Book 8, page 7, in the Probate Office of Shelby County, Alabama.

Subject to current taxes, all matters of public record, including, but not limited to easements, restrictions of record, and other matters which may be viewed by observation.

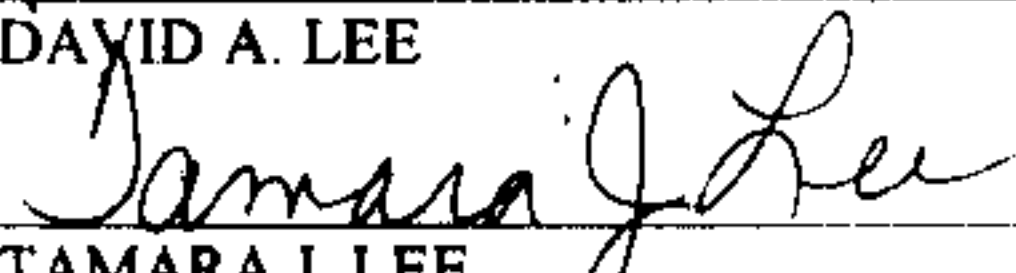
Furthermore, subject to the obligations of the grantees set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD unto the said GRANTEES, their heirs and assigns, forever. And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25 day of April, 1997



DAVID A. LEE




TAMARA J. LEE

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DAVID A. LEE and TAMARA J. LEE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of April, 1997.



Notary Public

Commission Expires: 10-06-1997

Inst # 1997-15638

05/20/1997-15638
09:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOB 103 48.50

Inst # 1997-15638

EXHIBIT "A"

AGREEMENT TO SELL REAL PROPERTY

In consideration for the payment of Thirty-Five Thousand Dollars (\$35,000.00), **David A. Lee and Tamara J. Lee ("Sellers")** hereby agree to sell to **Kent R. Clark and Linda P. Clark ("Purchasers")** Lot A, according to the survey of Sunny Meadows, First Sector, Second Phase, as recorded in Map Book 8, Page 7 in the Probate Office of Shelby County, Alabama.

It is understood and agreed that the sales price of \$35,000.00 is below the fair market and appraised value for the subject property.

It is further understood and agreed that the Sellers are selling to the Purchasers the above-described real property so that the Purchasers may construct their primary residence on said property.

In the event the Purchasers do not construct their primary residence on said property, the Purchasers hereby give the Sellers the first right to repurchase said property at cost (\$35,000.00) plus ten percent (\$3,500.00) plus the cost of any verifiable improvements not to exceed \$7,500.00.

The Purchasers shall notify the Sellers in writing of their intent not to construct their primary residence on said property. The Sellers shall have sixty (60) days to notify in writing the Purchasers of their intent to exercise their right to repurchase said property.

This agreement shall be null and void in the event the Purchasers do, in fact, construct their primary residence on said property, or in the event the Sellers do not exercise their right to repurchase said property should the Purchasers decide not to construct their primary residence on said property.

This Agreement and the rights and obligations set forth herein shall not merge with the deed

to the property described herein but shall survive the closing of the transfer of the property and delivery of the deed thereto.



SELLER: DAVID A. LEE



SELLER: TAMARA LEE



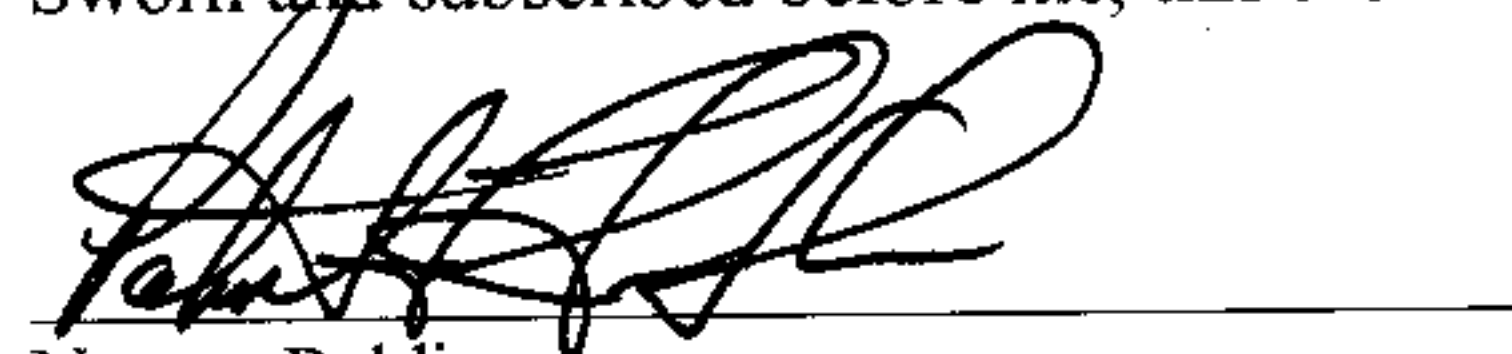
PURCHASER: KENT R. CLARK



PURCHASER: LINDA P. CLARK

STATE OF ALABAMA)
JEFFERSON COUNTY)

Sworn and subscribed before me, this the 25th day of April, 1997.



Notary Public

My Commission Expires: 10-06-1997

Inst # 1997-15638

2 of 2
05/20/1997-15638
09:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 48.50