STATE OF ALABAMA - CHILTON COUNTY

LEASE-SALE AGREEMENT

This lease made this of day of March, 1998, by and between George E. Cosper and wife, Charlene M. Cosper, Party of the First Part, and Chris W. Seeds and wife, Lynda S. Seeds, Party of the Second Part;

WITNESSETH:

That the Party of the First Part does hereby rent and lease unto the Party of the Second Part the following described property: That property described in deed recorded in the Probate Office of Shelby County, Alabama on February 20, 1991, a copy of which is attached hereto as Exhibit A for and during the term of 167 months, beginning on the 16 day of April, 1998, and extending for a period of 167 months.

In consideration whereof, the Party of the Second Part agrees to pay to Party of the First Part the sum of \$819.55 per month as rent for said property. In addition, the Party of the Second Part shall pay as additional rental a sum equal to the ad valorem taxes and fire and extended coverage insurance accruing on said property from time to time; at the present time the insurance equals \$45.58 per month and taxes \$26.51 per month. Said rental payments shall be adjusted from time to time in the event of an increase or decrease of taxes and insurance and the monthly payment shall also be adjusted in the event there is an increase in the Party of the First Part's mortgage payment to Regions Bank by virtue of a variable rate note owing Regions Bank by Party of the First Part. It is the express intent and agreement of the parties that the rental shall be a sum equal to the monthly mortgage payment and taxes and insurance being paid by Party of the First Part from time to time. Said rental to be paid on or before the 16 day of each and every month during said term of said lease. In addition to the monthly rental payments as herein provided, and as consideration for the Party of the First Part to execute this lease-sale agreement Party of the Second Part shall, in addition to the other payments herein provided, pay the Party of the First Part \$500.00 upon execution of this agreement, and additional payment of

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\$3,500.00 on or before 90 days from the date of this agreement and in addition thereto shall deliver to the Party of the First Part the following items of personal property: one dining room table, five chairs, one china cabinet and one server, being the same property previously show Party of the First Part by Party of the Second Part. Should the Party of the Second Part fail to pay the rents as they become due, as aforesaid, or violate any other condition of this lease, the said Party of the First Part shall then have the right at their option, to re-enter the premises, retake the property, and annul this lease. And, in order to entitle the Party of the First Part to re-enter and re-take, it shall not be necessary to give notice of the rents being due and unpaid, or to make any demand for the same, the execution of this lease, signed by the parties, which execution is hereby acknowledged, being sufficient notice of the rents being due and demand for same, and shall be so construed, by any law, usage or custom to the contrary notwithstanding.

It is mutually understood and agreed that said property is encumbered by mortgage from Party of the First Part, to Regions Mortgage, with monthly mortgage payments presently in the amount of 819.55. Party of the First Part agrees to make the payments to Regions Bank on said mortgage account and both parties agree to abide by the terms of this security agreement between Party of the First Part and Regions Bank and have said payments paid to said bank as required by said security agreement.

Party of the Second Part agrees to commit no waste to the property, nor allow the same to be done, but to take good care of the same; and not to under-lease or sub-let said property, nor transfer this lease, without the express, written consent of the Party of the First Part, which said consent shall not be unreasonably withheld. And, does further agree that in the event this lease is terminated, to surrender, quiet and peaceable possession of said property in like good order as at the commencement of said term, natural wear and tear excepted.

In the event of the employment of an attorney by the Party of the First Part, on account of violations of the conditions of this

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lease by the Party of the Second Part, the Party of the Second Part does hereby agree to pay a reasonable attorney's fee and does agree to waive any exemptions under the Constitution and laws of the State of Alabama as to execution.

The Party of the Second Part agrees that they will, at their own cost, keep the property in good repair, usual wear and tear and fire, not the result of negligence, excepted.

It is understood and agreed that at the end of said term, if the Part of the Second Part has complied with each and all conditions of this lease, then the Party of the First Part agrees that the rent paid under this lease shall be considered a payment for said property and the Party of the First Part shall make and execute a warranty deed conveying said property to the Party of the Second Part.

It is further understood and agreed that if the Party of the Second Part fails to pay the monthly rent as it becomes due, or should fail to comply with any condition or requirement herein, then on that happening of such event, the Party of the Second Part forfeits the right to a conveyance of said property and all money paid by the Part of the Second Part under this contract shall be taken and held as payment for rent for said property and the Party of the Second Part shall be liable to the Party of the First Part as a tenant for the full term of said lease, and the provisions herein "that the rent paid under this lease shall be considered a payment for said property, and the Party of the First Part will make and execute a warranty deed conveying said property to the Party of the Second Part", shall be a nullity and of no force and effect.

Each party to this agreement acknowledges that William D. Latham, the attorney drawing this agreement, has not seen, read nor examined the security agreement or mortgage by which the property is encumbered. Said attorney has also informed Party of the First Part that this agreement may violate said security agreement which may prohibit the sale of said secured property by lease agreement or otherwise.

It is expressly understood and agreed that Party of the Second

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Part shall have the right to prepay this contract at any time by paying the outstanding principal balance as shown on the amortization schedule attached hereto, subject, however, and provided that the payment schedule to Regions Bank on the note and mortgage from Party of the First Part has not changed because of the variable rate note and in the event a change has been made a new amortization schedule shall be prepared based upon the new rate and the Party of the Second Part shall have the right to purchase in accordance with the new schedule.

It is expressly understood and agreed that the following items of personal property that are presently located in the house built in approximately 1991 shall remain in the dwelling and be a part of the property covered by this agreement: all existing ceiling fans and light fixtures, stove, refrigerator, dishwasher, mini-binds and window treatments, with the exception of the curtains.

It is further understood and agreed that the following items of personal property that are presently located in the house built in approximately 1940 shall remain in the dwelling and be a part of the property covered by this agreement: all existing ceiling fans and light fixtures, gas heater, window air conditioning and and existing appliances.

It is further understood and agreed that in the event this agreement is placed in the hands of an attorney for enforcement the prevailing party shall be entitled to recover court costs and attorney's fees.

The parties understand and agree that the seller shall, upon request by the buyer, furnish evidence that he is timely and currently making the payments on the first mortgage on said property.

The parties acknowledge that the buyer, Lynda S. Seeds, is a licensed real estate broker and is purchasing said property for her personal use and investments.

IN WITNESS WHEREOF, we, the undersigned mutually agree this day of March, 1998.

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PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

STATE OF ALABAMA CHILTON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George E. Cosper and wife, Charlene and Chris W. Seeds and wife, Lynda S. Seeds, whose names are signed to the foregoing lease sale agreement, d who are known to me, acknowledged before me on this day, that being informed of the contents of the agreement they executed the same voluntarily on the day the same bears date.

Given under my hand and sept this //

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OTARY PUBLIC

THE STATE

Prepared By
WILLIAM D. LATHAM
Attorney at Law
P. O. BOX 1319
CLANTON, AL 35045

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Mostevalle, AL. Prepared By WILLIAM D. LATHAM Attorney at Law P. O. BOX 1319

WARRANTY DEED, JOINTLY WITH RIGHTS OF SURVIVORSHIMANTON, AL 35045

STATE OF ALABAMA - CHILTON COUNTY

KNOW ALL MEN BY THESE PRESENTS:

, That in consideration of One Dollar and assumption of mortgage, to the undersigned grantor, ETHEL MARTIN, a single person (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto GEORGE E. COSPER AND WIFE, CHARLENE M. COSPER (herein referred to as grantee, whether one or more), as joint tenants with right of survivorship, the following described real estate, situated in shelby County, Alabama:

Commence at a point on the Southerly'side of the Montevallo-Wilton Road (Highway No. 25) which is 270 feet Northeast of the NW corner of a lot known as the W. S. Thompson home lot, running thence Northwest along the margin of said public road said 270 feet to to said Northwest corner of W. S. Thompson lot; thence Easterly along the line of said Thompson lot a distance of 360.00 feet to a point; thence turn a deflection angle of 132 degrees 00 minutes 42 seconds left and run Northwest a distance of 277.70 feet to the point of beginning, containing 0.85 of an acre.

It is the intention of this conveyance to convey that property as described in Book 323 at Page 464, Office of the Judge of Probate of Shelby County, Alabama.

The above description was taken from a survey prepared by Survconn Engineers-Surveyors, Pelham, Alabama, and dated March 2, 1990. (A.P.L.S. No. 9049)

Milton Martin, husband of Ethel Martin, passed from this life on the **B** day of F-5. 1987

TO HAVE AND TO HOLD to the said grantees, his, her or their heirs and assigns, as joint tenants with rights of survivorship.

And, I(we) do for myself(ourselves) and for my(our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOFILE (MR. SHETTER) and seal(s) this Z I day pf The 31

NSTRUMENT WAS PILLE MANTER IN WITNESS WHEREOFHI (() have hereunto set my (our) hand(s) , 1991.

91 FEB 20 AH 10: 48

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STATE OF ALABAMA CHILTON COUNTY

CHILTON COUNTY AND COUNTY TO THE Ethel Martin, 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 this, seal of1301 1991.

1. Dred Tax -----\$. Mrg Tox----8. Recording Fee. Indexing Fee --8. No Tax fi+----6. Certified Fre----

Total

The preparer of this document has not examined like to the property described harris and makes no certification as to tile.

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Exhib: + B.

Loan Amount:\$ 82000.00 Loan Date:12/10/1996 Term:180 Int Rate:8.75% APR: 8.75

Daily Rate: 0.023973% Frequency: Monthly Amort Method: 365D/Y

Ins Type:None Fee(F): 0.00 (C): 0.00

Roll Over:180 Balloon Amt:\$1319.81 Incl Reg Pmt:No

Actual Louis Higures May Vary

Pmt‡	Due Date	Int	Principal	A&H	Life	Payment	Balance	
	01/16/1997			0.00		819.56	81907.77	
	02/16/1997 03/16/1997			0.00 0.00	0.00	819.56 819.56	81696.91 81425.73	
	04/16/1997 05/16/1997			0.00	0.00	819.56 819.56	81211.29 80975.78	•
	06/16/1997 07/16/1997			0.00 0.00	0.00	819.56 819.56	80757.99 80519.22	
	08/16/1997 09/16/1997			0.00 0.00	0.00	819.56 819.56	80298.04 80075.22	
	10/16/1997 11/16/1997			0.00 0.00	•	819.56 819.56	79831.54 79605.25	•
12	12/16/1997 01/16/1998	572.50	247.06	0.00		819.56 819.56	79358.19 79128.38	
14	02/16/1998 03/16/1998	588.04	231.52	0.00		819.56 819.56	78896.86 <u>78606.88</u>	
16	04/16/1998 05/16/1998	584.1	7 235.39	0.00 0.00		819.56 819.56	78371.49 78115.56	
	06/16/1998			0.00	• 0.00	819.56	77876.52	

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Pmt# Due Date	Int P	rincipal	A&H	Life	Payment	Balance
19 07/16/1998 20 08/16/1998 21 09/16/1998 22 10/16/1998 23 11/16/1998 24 12/16/1998 25 01/16/1999 26 02/16/1999 27 03/16/1999 28 04/16/1999 30 06/16/1999 31 07/16/1999 32 08/16/1999 33 09/16/1999 34 10/16/1999 35 11/16/1999 36 12/16/1999 37 01/16/2000	560.07 576.81 575.01 571.22 551.01 567.38 565.51 509.07 561.35 557.32 537.46 557.32 537.46 553.28 551.30 541.59 547.56 542.97	259.49 242.75 244.55 264.86 248.34 268.55 252.18 254.05 310.49 258.25 278.21 262.24 282.10 266.28 268.26 287.97 272.39 292.00 276.59			819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56	77617.03 77374.28 77129.73 76864.87 76616.53 76347.98 76095.80 75841.75 75531.26 75273.01 74994.80 74732.56 74450.46 74784.18 73915.92 73627.95 73355.56 73063.56 72786.97 72508.33
38 02/16/2000 39 03/16/2000 40 04/16/2000 41 05/16/2000 42 06/16/2000 43 07/16/2000	540.92 504.08 536.50 517.16 532.15	278.64 315.48 283.06 302.40 287.41 306.64	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00	819.56 819.56 819.56 819.56 819.56	72508.33 72192.85 71909.79 71607.39 71319.98 71013.34
44 08/16/2000	527.74					70721.52

45 09/16/2000 525.57 293.99 0.00 0.00 819.56 70427 46 10/16/2000 506.50 313.06 0.00 0.00 819.56 70114 47 11/16/2000 521.06 298.50 0.00 0.00 819.56 69815 48 12/16/2000 502.10 317.46 0.00 0.00 819.56 69498 49 01/16/2001 516.48 303.08 0.00 0.00 819.56 69195 50 02/16/2001 514.23 305.33 0.00 0.00 819.56 68890	
51 03/16/2001 462.41 357.15 0.00 0.00 819.56 68532 52 04/16/2001 509.30 310.26 0.00 0.00 819.56 68222 68222 53 05/16/2001 490.64 328.92 0.00 0.00 819.56 67893 67893 54 06/16/2001 504.55 315.01 0.00 0.00 819.56 67578 67578 55 07/16/2001 486.01 333.55 0.00 0.00 819.56 67245 67245 56 08/16/2001 499.73 319.83 0.00 0.00 819.56 66925 679/16/2001 497.36 322.20 0.00 0.00 819.56 66603 58 10/16/2001 479.00 340.56 0.00 0.00 819.56 66262 68262 59 11/16/2001 492.43 327.13 0.00 0.00 819.56 65935 66262 61 01/16/2002 487.43 332.13 0.00 0.00 819.56 65596 65596 62 02/16/2002 484.97 334.59 0.00 0.00 819.56 64923 63 03/16/2002 435.79 383.77 0.00 0.00 819.56 64533	8.51 5.43 0.95 2.69 3.76 5.38 5.38 2.62 5.49 0.12 7.40 9.63
64 04/16/2002 479.63 339.93 0.00 0.00 819.56 64199 65 05/16/2002 461.71 357.85 0.00 0.00 819.56 63841 66 06/16/2002 474.44 345.12 0.00 0.00 819.56 63496 67 07/16/2002 456.65 362.91 0.00 0.00 819.56 63133 68 08/16/2002 469.18 350.38 0.00 0.00 819.56 62783 69 09/16/2002 466.58 352.98 0.00 0.00 819.56 62436 70 10/16/2002 448.99 370.57 0.00 0.00 819.56 62059	1.85 6.73 3.82 3.44 0.46

Pmt# Due Date	Inț	Principal	A&H	Life	Payment	Balance
	463.00	250 26	0 00	0 00	819.56	61701.53
71 11/16/2002			0.00			61325.71
72 12/16/2002			0.00		819.56	60961.89
73 01/16/2003			0.00		819.56	• •
74 02/16/2003			0.00		819.56	60595.37
75 03/16/2003			0.00		819.56	60182.55
76 04/16/2003			0.00		819.56	59810.24
77 05/16/2003			0.00		819.56	59420.82
78 06/16/2003	441.59		0.00		819.56	59042.85
79 07/16/2003			0.00		819.56	58647.91
80 08/16/2003			0.00		819.56	58264.19
81 09/16/2003	432.99	386.57	0.00		819.56	57877.62
82 10/16/2003	416.24	403.32	0.00		819.56	57474.30
83 11/16/2003	427.12	392.44	0.00		819.56	57081.86
84 12/16/2003	410.52	409.04	0.00		819.56	56672.82
85 01/16/2004	421.16	398.40	0.00	0.00	819.56	56274.42
86 02/16/2004	418.20	401.36	0.00	0.00	819.56	55873.06
87 03/16/2004	388.43	431.13	0.00	0.00	819.56	55441.93
88 04/16/2004	412.02	407.54	0.00		819.56	55034.39
89 05/16/2004			0.00	0.00	819.56	54610.63
90 06/16/2004	405.84	413.72	0.00	0.00	819.56	54196.91
91 07/16/2004	389.77	429.79	0.00	0.00	819.56	53767.12
92 08/16/2004			0.00	0.00	819.56	53347.13
93 09/16/2004			0.00	0.00	819.56	52924.02
94 10/16/2004			0.00	0.00	819.56	52485.08
95 11/16/2004			0.00	0.00	819.56	52055.56
96 12/16/2004			0.00	→ 0. 0 0	819.56	51610.37
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Pmt# Due Date	Inț	Principal	A&H	Life	Payment	Balance
97 01/16/2005 98 02/16/2005 99 03/16/2005 100 04/16/2005 101 05/16/2005 102 06/16/2005 103 07/16/2005 104 08/16/2005 105 09/16/2005 106 10/16/2005 107 11/16/2005 108 12/16/2006 110 02/16/2006 110 02/16/2006 111 03/16/2006 112 04/16/2006 113 05/16/2006 114 06/16/2006 115 07/16/2006 116 08/16/2006 117 09/16/2006 118 10/16/2006 119 11/16/2006 120 12/16/2006 121 01/16/2006	383.54 380.30 340.55 373.48 358.22 366.73 351.65 359.36 341.65 349.48 341.83 342.39 331.43 317.23 324.03 310.03 310.03 310.03 310.03 310.03 310.03 310.63	436.02 439.26 479.01 446.08 461.34 452.83 467.91 459.67 463.08 477.91 470.08 484.73 477.17 480.72 516.74 488.13 502.33 495.49 509.51			819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56	51174.35 50735.09 50256.08 49810.00 49348.66 48895.83 48427.92 47968.25 47505.17 47027.26 46557.18 46072.45 45595.28 45114.56 44597.82 44109.69 43607.36 43111.87 42602.36 42099.40 41592.70 41072.27 40557.94 40030.06 39507.98 38982.02
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Pmt# Due Date	Inț I	rincipal	A&H	Life	Payment	Balance
Pmt# Due Date 123 03/16/2007 2 124 04/16/2007 2 125 05/16/2007 2 126 06/16/2007 2 127 07/16/2007 2 128 08/16/2007 2 129 09/16/2007 2 130 10/16/2007 2 131 11/16/2007 2 132 12/16/2007 2 133 01/16/2008 2 134 02/16/2008 2 135 03/16/2008 2 136 04/16/2008 2 137 05/16/2008 2 138 06/16/2008 2 139 07/16/2008 2 140 08/16/2008 2 140 08/16/2008 2 141 09/16/2008 2 142 10/16/2008 2 143 11/16/2008 2 144 12/16/2008 2 145 01/16/2009 2 146 02/16/2009 2 147 03/16/2009 2	261.66 285.50 261.66 277.52 269.27 269.27 269.27 269.27 269.29 244.49 244.49 244.49 244.49 217.81 202.17 202.30 195.49 190.45	557.90 534.01 547.06 542.04 554.90 554.29 566.83 562.62 574.95 571.07 575.31 595.07 584.01 595.81 595.81 592.78 604.36 601.68 606.15 617.39 615.24 626.26 624.47 629.11	A&H 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00		819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56 819.56	38424.12 37890.11 37343.05 36801.01 36246.11 35695.91 35141.62 34574.79 34012.17 33437.22 32866.15 32290.84 31695.77 31111.76 30515.95 29923.17 29318.81 28717.13 28110.98 27493.59 26878.35 26252.09 25627.62 24998.51 24346.75
147 03/16/2009	180.93		0.00	* 0.pc	819.56	23708.12

Pmt# Due Date	Inț	Principal	A&H	Life 	Payment	Balance
149 05/16/2009	170.50	649.06	0.00	0.00	819.56	23059.06
150 06/16/2009	171.36	648.20	0.00	0.00	819.56	22410.86
151 07/16/2009	161.17	658.39	0.00	0.00	819.56	21752.47
152 08/16/2009	161.65	657.91	0.00	0.00	819.56	21094.56
153 09/16/2009	156.76	662.80	0.00	0.0.0	819.56	20431.76
154 10/16/2009	146.94	672.62	0.00	0.00	819.56	19759.14
155 11/16/2009	146.84	672.72	0.00	0.00	819.56	19086.42
156 12/16/2009	137.27	682.29	0.00	0.00	819.56	18404.13
157 01/16/2010	136.77	682.79	0.00	0.00	819.56	17721.34
158 02/16/2010	131.70	687.86	0.00	0.00	819.56	17033.48
159 03/16/2010	114.33	705.23	0.00	0.00	819.56	16328.25
160 04/16/2010	121.34	698.22	0.00	0.00	819.56	15630.03
161 05/16/2010	112.41	707.15	0.00	0.00	819.56	14922.88
162 06/16/2010	110.90	708.66	0.00	0.00	819.56	14214.22
163 07/16/2010	102.23	717.33	0.00	0.00	819.56	13496.89
164 08/16/2010	100.30	719.26	0.00	0.00	819.56	12777.63
165 09/16/2010	94.96	724.60	0.00	0.00	819.56	12053.03
166 10/16/2010	86.68	732.88	0.00		819.56	11320.15
167 11/16/2010	84.13	735.43	0.00	0.00	819.56	10584.72
168 12/16/2010	76.12	743.44	0.00	0.00	819.56	9841.28
169 01/16/2011	73.14	746.42	0.00	0.00	819.56	9094.86
170 02/16/2011	67.59	751.97	0.00		819.56	8342.89
171 03/16/2011	56.00	763.56	0.00	0.00	819.56	7579.33
172 04/16/2011	56.33	763.23	0.00		819.56	6816.10
173 05/16/2011	49.02	770.54	0.00		819.56	6045.56
174 06/16/2011	44.93	774.63	0.00	0.00	819.56	5270.93

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Pmt# Due Date	Int Prin	cipal A&H	Life	Payment	Balance	
175 07/16/2011 176 08/16/2011 177 09/16/2011 178 10/16/2011 179 11/16/2011 180 12/16/2011	33.36 78 27.52 79 20.94 79 15.70 80	6.20 0.00 2.04 0.00 8.62 0.00 3.86 0.00	0.00 0.00 0.00	819.56 819.56 819.56 819.56 819.56 1317.97	4489.28 3703.08 2911.04 2112.42 1308.56 0.00	

TOTAL Finance Charge: \$ 66019.21 Financed Amt: \$ 82000.00 Pmt: \$ 148019.21 Insurance A&H: \$ 0.00 SL: \$ 0.00 JL: \$ 0.00 Total: \$ 0.00

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Inst # 1998-08462

03/11/1998-08462
11:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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