

STOCK REDEMPTION AGREEMENT

THIS STOCK REDEMPTION AGREEMENT is made as of this 8 day of September, 1998, by and between Shelby Springs Stock Farm, Inc., a corporation organized and existing under the laws of the State of Alabama (the "Corporation") and David Jewel Smith and Edner A. Smith, individual residents of the State of Alabama (the "Shareholders").

RECITALS:

A. Shareholders, jointly, are the beneficial and record owners of 0.08 shares of the common stock of the Corporation (the "Shares").

B. The Corporation is the owner of certain real estate located in Shelby County, Alabama and more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Real Estate") and a 1997 Westwind/ mobile home, serial no. WWAL01379 (the "Mobile Home").

C. Shareholders and the Corporation desire to have the Corporation redeem the Shares solely in exchange for the Real Estate and the Mobile Home.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Shareholders hereby assign, transfer, convey and surrender the Shares to the Corporation by delivering Stock Certificate No. 13, duly endorsed to the Corporation solely in exchange for the assignment and transfer by the Corporation to Shareholders of all the Corporation's right, title and interest in the Real Estate and the Mobile Home, such Real Estate and Mobile Home having approximate fair values of \$1,400.00 and \$25,800.00, respectively.

2. The Corporation hereby assigns, transfers, and conveys all its right, title, and interest in the Real Estate and the Mobile Home to the Shareholders.

3. David Jewel Smith hereby tenders his resignation as an employee of the Corporation, which resignation shall be presented to the Corporation's board of directors and shall be effective on the date hereof.

4. Shareholders and the Corporation agree to execute any and all other documents required to give effect to the redemption of the stock and the transfer of the Real Estate and the Mobile Home.

5. This Agreement, the redemption hereunder and the conveyance of the Real Estate and the Mobile Home shall be governed by the laws of Alabama.

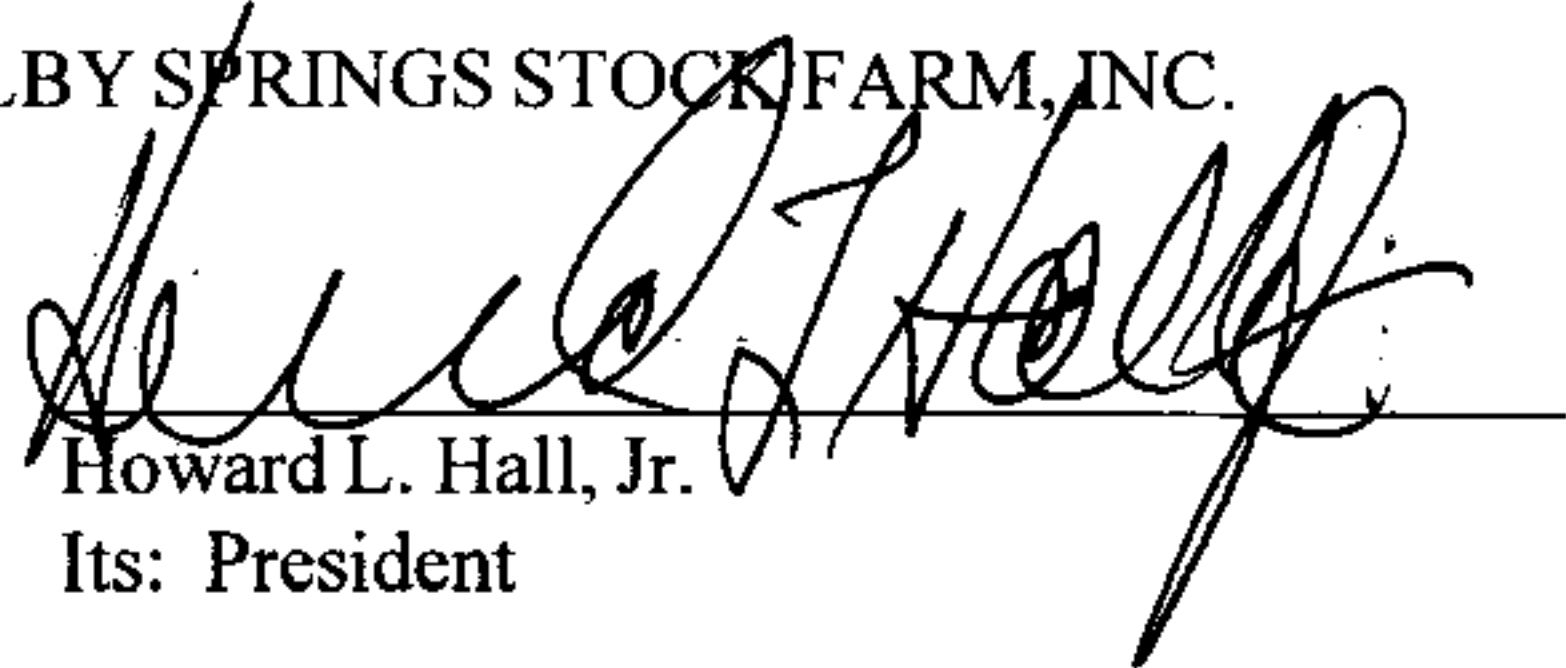
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SHELBY SPRINGS STOCK FARM, INC.

By:



Howard L. Hall, Jr.

Its: President

David Jewel Smith
David Jewel Smith

Edner A. Smith
Edner A. Smith

EXHIBIT "A"

PARCEL N

A parcel of land in the Northwest quarter of the Southeast Quarter of Section 8, Township 22 South, Range 1 West, being a part of the same land described in a deed to Shelby Stock Farm, Inc., recorded in Deed Book 207 at page 305, of the real property records of Shelby County, Alabama, said parcel of land being more particularly described as follows:

Commencing at a ½" rebar set, with a cap stamped "S. Wheeler RPLS 16165", at the Southeast corner of the said Sixteenth Section;

Thence N 00°08'15" E. along the West line of said Sixteenth Section, a distance of 67.76 feet to the North Right-Of-Way of County Highway No.42, and the point of beginning;

Thence N 00°08'15" E. along the West line of Sixteenth Section, a distance of 185.84 feet to a ½" rebar set with a cap stamped "S. Wheeler RPLS 16165";

Thence N 88°55'57" W, a distance of 250.04 feet to a ½" rebar set, with a cap stamped S. Wheeler RPLS 16165";

Thence S 00°02'34" W. a distance of 178.39 feet to a ½" rebar set with a cap stamped "S. Wheeler RPLS 16165", on the North Right-Of-Way of County Highway No.42;

Thence N 87°48'06" E, along said right-of-way, having a distance of 165.09 feet to a point;

Thence along a curve to the right, in said Right-Of-Way, having a radius of 1949.86 feet and a chord bearing of N 88°00'51" E, and ARC Length of 84.79 feet to the point of beginning. The herein described parcel contains 0.98 acres of land.

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4
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