

STATE OF ALABAMA

SHELBY COUNTY

AGREEMENT TO REMOVE MOBILE HOME AND FOR RESTRICTIVE COVENANT

This Agreement to Remove Mobile Home and for Restrictive Covenant dated this 19th day of April, 2000, is entered into by Ralph Lee Sanner, Christopher Lee Sanner, and Katherine Elizabeth Sanner (hereinafter referred to as "Sanner") and Jackie W. Boulware (hereinafter referred to as "Boulware").

Whereas, Ralph Lee Sanner is the owner of the parcel of land located at 1055 County Road 39, Chelsea, Alabama and described as Lot 1, according to the Survey of Yellowleaf Subdivision, as recorded in Map Book 9, Page 37, in the Office of the Judge of Probate of Shelby County, Alabama, being that certain lot conveyed by the deed recorded in Real Book 296, Page 820, in the Office of the Judge of Probate of Shelby County, Alabama; and

Whereas, Jackie W. Boulware is the owner of the parcel of land located on Sunday Drive, Chelsea, Alabama and described as Lot 2, according to the Survey of Yellowleaf Subdivision, as recorded in Map Book 9, Page 37, in the Office of the Judge of Probate of Shelby County, Alabama, being that certain lot conveyed by the deed recorded in Real Book 141, Page 389, in the Office of the Judge of Probate of Shelby County, Alabama; and

Whereas, Linda Gail Sanner, the wife of Ralph Lee Sanner, is now deceased; and

Whereas, Christopher Lee Sanner and wife, Katherine Elizabeth Sanner, are the owners of that certain Redman Boanza 2000 mobile home that is white with black shutters, serial number 14903856A/B; and

Whereas, the mobile home in question is now located on the parcel of real property owned by Ralph Lee Sanner as described hereinabove; and

Whereas, Ralph Lee Sanner and Jackie W. Boulware purchased their respective lots from Donald W. Shirley and wife Nancy Lynette Shirley; and

Whereas, Ralph Lee Sanner and Jackie W. Boulware agreed with Donald W. Shirley and wife Nancy Lynette Shirley that no mobile homes would be permitted or located on their respective lots and further no business operations, advertising, and billboards would be permitted on said properties; and

Whereas, the respective lots of Ralph Lee Sanner and Jackie W. Boulware adjoin; and

Whereas the parties to this agreement desire to settle a dispute now existing between them as to the location and placement of the mobile home owned by Christopher Lee Sanner and Katherine Elizabeth Sanner on the lot owned by Ralph Lee Sanner; and

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Whereas, the parties to this agreement desire to settle this dispute and the issues in question without the necessity of filing a lawsuit and incurring additional legal expenses; and

Whereas, Ralph Lee Sanner, Christopher Lee Sanner and Katherine Elizabeth Sanner agree to permanently remove the mobile home in question from the lot of Ralph Lee Sanner on or before January 1, 2003.

Now, therefore, in consideration of the respective representations and agreements contained herein, the parties hereto, for themselves, their respective heirs, successors, and assigns, agree as follows:

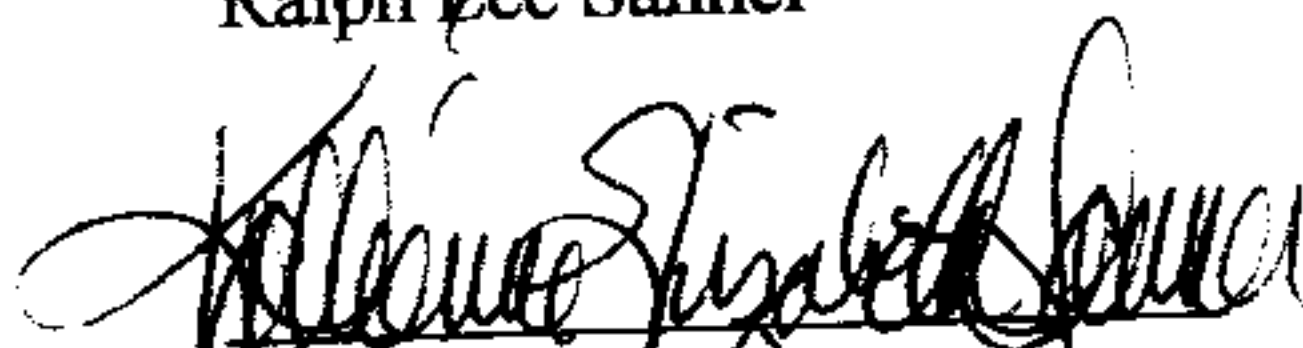
1. Ralph Lee Sanner, Christopher Lee Sanner and Katherine Elizabeth Sanner, for themselves, their heirs, successors, and assigns will permanently remove at their own expense the mobile home as described hereinabove from the lot of Ralph Lee Sanner on or before January 1, 2003.

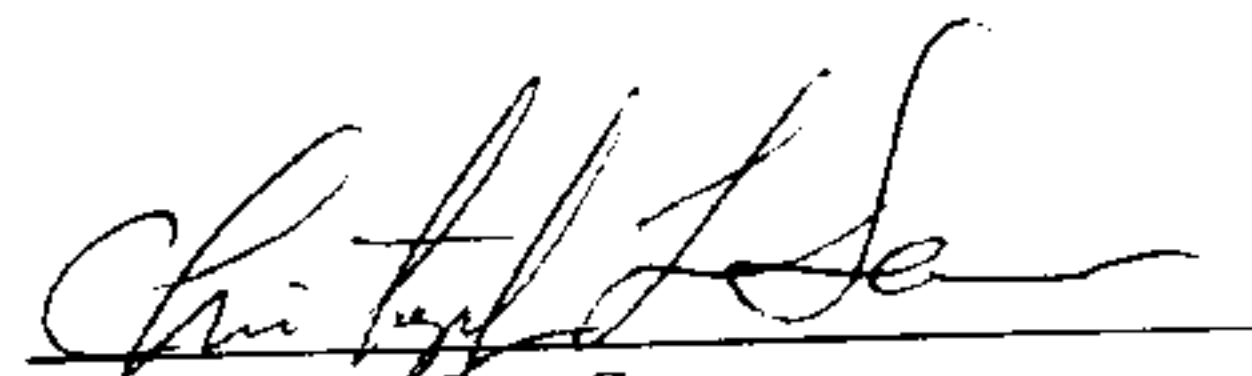
2. In the event the mobile home in question is not removed by the agreed date of January 1, 2003, Ralph Lee Sanner, Christopher Lee Sanner and Katherine Elizabeth Sanner, for themselves, their heirs, successors, and assigns, will be responsible for the expenses incurred by Jackie W. Boulware including, but not being limited to attorney's fees, legal expenses, and court costs, in securing the removal of the mobile home in question.

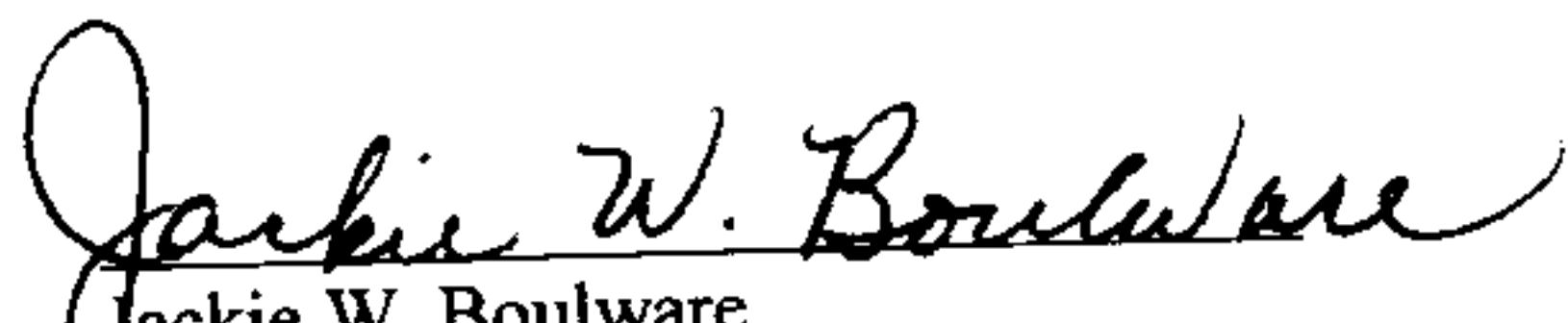
3. Ralph Lee Sanner and Jackie W. Boulware, for themselves, their heirs, successors, and assigns, mutually agree that mobile homes will not be permitted or located on their respective lots and further no business operations, advertising, and billboards will be permitted on said properties and that this agreement will be recorded of record in the Office of the Judge of Probate of Shelby County, Alabama and will be a restrictive covenant and condition on the respective title and ownership of Lots 1 and 2, according to the Survey of Yellowleaf Subdivision, as recorded in Map Book 9, Page 37, in the Office of the Judge of Probate of Shelby County, Alabama.

In witness whereof, the parties hereto have caused this agreement to be executed on the date stated above.


Ralph Lee Sanner


Katherine Elizabeth Sanner


Christopher Lee Sanner


Jackie W. Boulware

STATE OF ALABAMA

Shelby COUNTY

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

Given under my hand and official seal this 19th day of April, 2000.

James E. Culver
Notary Public

STATE OF ALABAMA

Shelby COUNTY

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

Given under my hand and official seal this 19th day of April, 2000.

James E. Culver
Notary Public

STATE OF ALABAMA

Shelby COUNTY

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

Given under my hand and official seal this 18th day of April, 2000.

James E. Culver
Notary Public

STATE OF ALABAMA

SHELBY COUNTY

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

Given under my hand and official seal this 19th day of April, 2000.

Conrad W. Fowler
Notary Public

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