

STATE OF ALABAMA

SHELBY COUNTY

AGREEMENT FOR HABITATION

WHEREFORE, Willie Beatrice Jones ("Mrs. Jones") is the owner of certain real estate located in Shelby County, Alabama by virtue of that certain Warranty Deed recorded at Instrument No. 1995-00697 in the Probate Office of Shelby County, Alabama and furthermore pursuant to that certain Final Judgment dated November 13, 2000 in the case of Pinkie Hunt v. Willie Beatrice Jones, et al brought in the Circuit Court of Shelby County, Alabama at Case No. CV 99-527 and that Pinkie Hunt ("Mrs. Hunt") currently resides in a dwelling house located on a portion of said real estate having an address of 46855 Highway 25, Vincent, Alabama. Upon Mrs. Jones' acquiring the above said property in 1994, Mrs. Jones allowed Mrs. Hunt to continue to reside rent free in the dwelling house located on a portion of the property as an accommodation and as an act of Christian kindness and charity to Mrs. Hunt as an elderly person who had lived on the property for many decades. That in consideration of Ten Dollars (\$10.00) for this agreement paid by Mrs. Hunt to Mrs. Jones, the receipt and sufficiency of which is hereby acknowledged, Mrs. Jones agrees to delay obtaining immediate possession of the above said dwelling house as awarded in the above stated Final Judgment and does permit Mrs. Hunt to continue to reside in the above said dwelling house along with the curtilage thereof, not to exceed one acre, rent free, provided that Mrs. Hunt abides in strict compliance with the following terms and conditions:

1. Pinkie Hunt admits and agrees that the actions of Willie Beatrice Jones in allowing and continuing to allow Pinkie Hunt to reside on the subject property rent free is

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done so out of Christian charity and kindness by Mrs. Jones in favor of Mrs. Hunt who has resided in the house for many decades and that allowing Mrs. Hunt to reside on the property bestows no pecuniary or material benefit to Mrs. Jones.

2. Mrs. Jones agrees to allow Mrs. Hunt to have use of the dwelling house located on Mrs. Jones' real estate along with the curtilage thereof, not to exceed one acre (referred to in this agreement as the "subject property"). This agreement does not allow Mrs. Hunt any use of the remaining property of Mrs. Jones and that Mrs. Jones has the full right to the immediate possession and use of her remaining property.

3. The parties agree that a landlord/tenant relationship does not exist between Mrs. Jones and Mrs. Hunt but rather Mrs. Hunt's status upon the subject property is of a licensee only. Mrs. Hunt does further agree that although her status upon the subject property is of a mere licensee, Mrs. Jones owes her no duty whatsoever as such licensee.

4. Only Mrs. Hunt shall be allowed on the property within the terms of this agreement and that any and all other persons who enter upon the subject property without the express permission of Mrs. Jones are deemed trespassers.

5. Mrs. Hunt has resided on the property that is the subject of this agreement for many decades and is in a position of superior knowledge to the condition of the subject property. Mrs. Hunt shall be responsible for any and all maintenance, replacement or repair to the subject property or any fixture or appliance located thereon solely at Mrs. Hunt's expense. Mrs. Hunt does acknowledge and agree that she is fully aware of the condition of the subject property including any and all deficiencies of any kind or nature and that she shall be fully responsible for the property's upkeep and/or repair. Mrs. Hunt agrees that Mrs. Jones

shall have no obligation or responsibility with respect to the condition of the subject property and that Mrs. Jones is under no duty whatsoever to make any inspection or repair to the subject property to make the same safe or habitable for Mrs. Hunt or others.

6. Mrs. Hunt shall not construct or add any other structure of any kind or nature to or onto the subject property.

7. Mrs. Hunt shall only allow the subject real estate to be used for residential purposes only. Mrs. Hunt shall not create any environmental hazards on or about the premises. Mrs. Hunt shall not destroy, deface, damage, impair or remove any part of the subject real estate belonging to Mrs. Jones, nor permit any person to do so.

8. Mrs. Hunt shall maintain appropriate insurance on the subject property. Mrs. Jones has no duty or obligations whatsoever to maintain insurance on the subject property of any kind or nature.

9. Mrs. Hunt, her heirs, successors and assigns do hereby fully release and forever discharge Mrs. Jones, her agents, successors and assigns, of and from any and all type of claim, demand and cause of action of any kind or nature for or on account of any type of injury or damage of any type or nature resulting from or in any manner connecting with or growing out of in any way Mrs. Hunt residing on the subject property of Mrs. Jones now or in the future whether known or unknown.

10. Mrs. Jones shall not be liable for any loss or damage of any kind or nature including but not limited to damage, theft or otherwise to the contents, belongings and personal effects of Mrs. Hunt located in or about the subject real estate.

11. Mrs. Jones and/or her designated representatives shall have the full right and

authority to enter on the premises of the subject real estate at any time for any reason.

12. This agreement shall not be assigned by Mrs. Hunt in any way. Mrs. Hunt shall further have no right to enter into a license, lease or sublease or otherwise with respect to the subject property.

13. Mrs. Hunt does hereby agree to indemnify and hold Beatrice Jones harmless on account of any type of loss, damage or injury of any kind or nature arising out of or related in any way to this agreement and/or Mrs. Jones allowing or permitting Mrs. Hunt to continue to reside on the subject property. Mrs. Hunt does agree to indemnify and hold harmless Mrs. Jones for the costs of any legal fees, costs or expenses of any kind or nature including but not limited to attorney fees and expenses and court costs of any type related in any way to Mrs. Hunt continuing to reside on the subject real estate. Mrs. Hunt does further agree to pay any and all costs, expenses, attorney fees or otherwise incurred by Mrs. Jones to gain possession of the subject real estate under any circumstances. Mrs. Hunt shall indemnify Mrs. Jones from the claims of all third-parties for injury or damage to the person or property of such third-party arising out of or related in any way to Mrs. Hunt's occupation of the subject real estate. This indemnification shall include costs and expenses incurred by Mrs. Jones, including attorney's fees.

14. Mrs. Jones was awarded immediate possession of the subject property by virtue of the final judgment described above and does by entering into this agreement merely delay her right to immediate possession of the subject property and does not waive or relinquish in any way the remedies available to her through the Circuit Court of St. Clair County to regain possession of the subject property by entering into this agreement. Mrs. Hunt does admit and

agree with Mrs. Jones that Mrs. Hunt's continued residing and habitation on the subject property shall cease immediately upon the happening of any one or more of the following events or occurrences:

- (a) the death of Mrs. Hunt;
- (b) Mrs. Hunt taking up residence at any other place or abode for any length of time whatsoever;
- (c) Mrs. Hunt being placed in a long-term care facility;
- (d) any untoward, negative, adverse and/or hostile action or threat of any kind or nature made by Mrs. Hunt, Larry Hunt or Doris Hunt against Mrs. Jones;
- (e) sale of Mrs. Jones' real estate or any portion thereof;
- (f) any violation of any provision of this agreement in any way; or
- (g) upon a determination by Mrs. Jones, within her sole discretion, that Mrs. Hunt's continued residing or habitation on the subject property is undesirable.

Should any of the above described events or occurrences occur, Mrs. Jones shall be entitled to the right of immediate possession of the subject property and entitled to enforce the above described Final Judgment by writ of possession or otherwise without further notice or court order and that Mrs. Hunt does waive any right to any further notice of any kind or nature.

15. Upon the residency or habitation of Mrs. Hunt being terminated pursuant to any event or occurrence as described in the preceding paragraph, any personal property of Mrs. Hunt still located on the real estate of Mrs. Jones shall be deemed the personal property of Mrs. Jones against the claims of Mrs. Hunt, her heirs and personal representatives with Mrs.

Jones having the full and complete right to dispose of such personal property in any way or manner she deems fit.

16. This agreement shall only come into force and effect only after it has been fully executed by all persons identified below.

17. This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the aforesaid subject matter.

18. This agreement shall be binding on the respective heirs, executors, administrators, and assigns of the parties hereto.

WHEREFORE, this agreement has been executed by the parties under their respective hands and seals on the dates indicated below.

Pinkie Hunt (L.S.)
PINKIE HUNT
Date: 2-5-01

STATE OF ALABAMA
_____ COUNTY

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

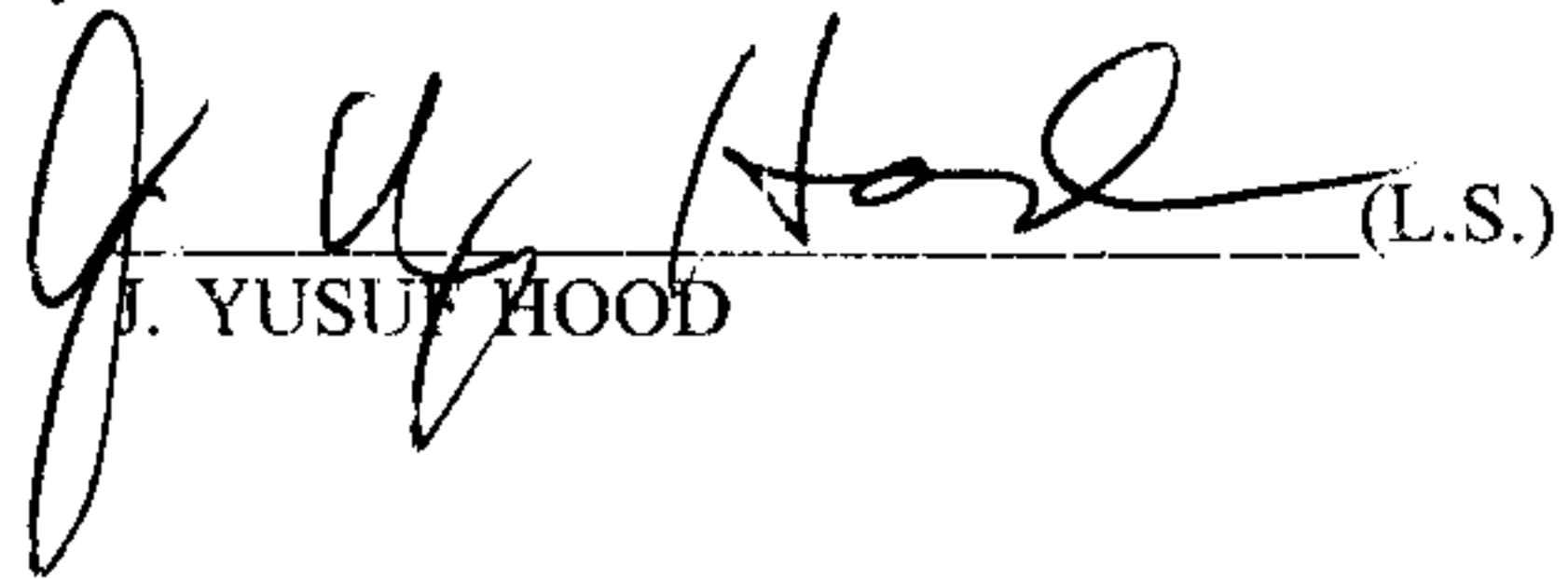
Given under my hand and seal, this the 5th day of February, 2001.

Niccollo S. Johnson
Notary Public
My Commission Expires: 12-08-2003

CERTIFICATION BY ATTORNEY FOR PINKIE HUNT

I, J. Yusuf Hood, a licensed and practicing attorney in the State of Alabama, am serving as attorney for Pinkie Hunt. As such attorney for Pinkie Hunt, I have read and explained the foregoing Agreement for Habitation to Pinkie Hunt and she enters into the same fully informed and understanding its terms and conditions. Furthermore, Pinkie Hunt is mentally competent to understand and execute this agreement and did execute this agreement in my presence.


Dated this the 5 day of February, 2001.

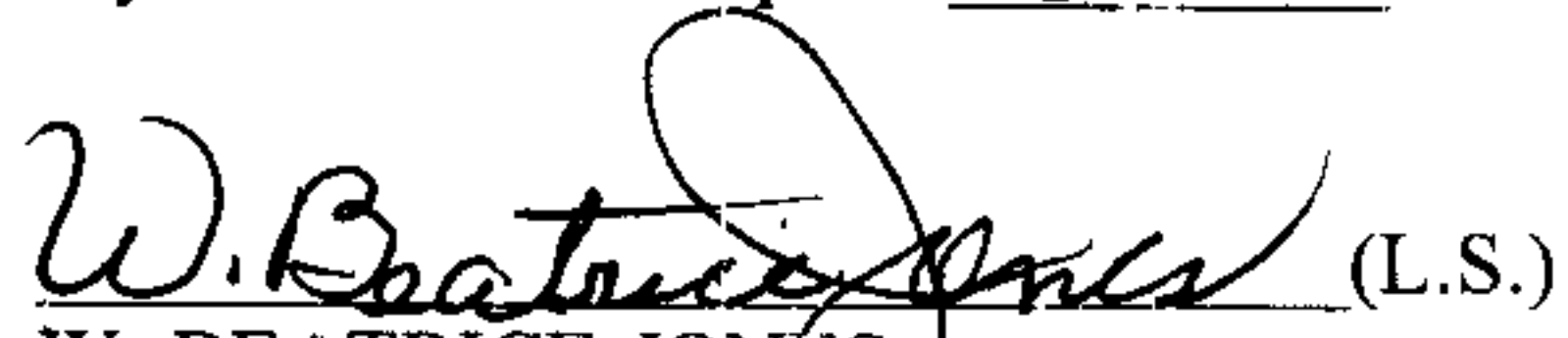
 (L.S.)
J. YUSUF HOOD

STATE OF ALABAMA
 COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that J. Yusuf Hood, as attorney for Pinkie Hunt, whose name is signed to the foregoing Certification by Attorney for Pinkie Hunt, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Certification by Attorney for Pinkie Hunt, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 5th day of February, 2001.


Notary Public
My Commission Expires: 12-08-2003

 (L.S.)
W. BEATRICE JONES

STATE OF Georgia
Morgan COUNTY

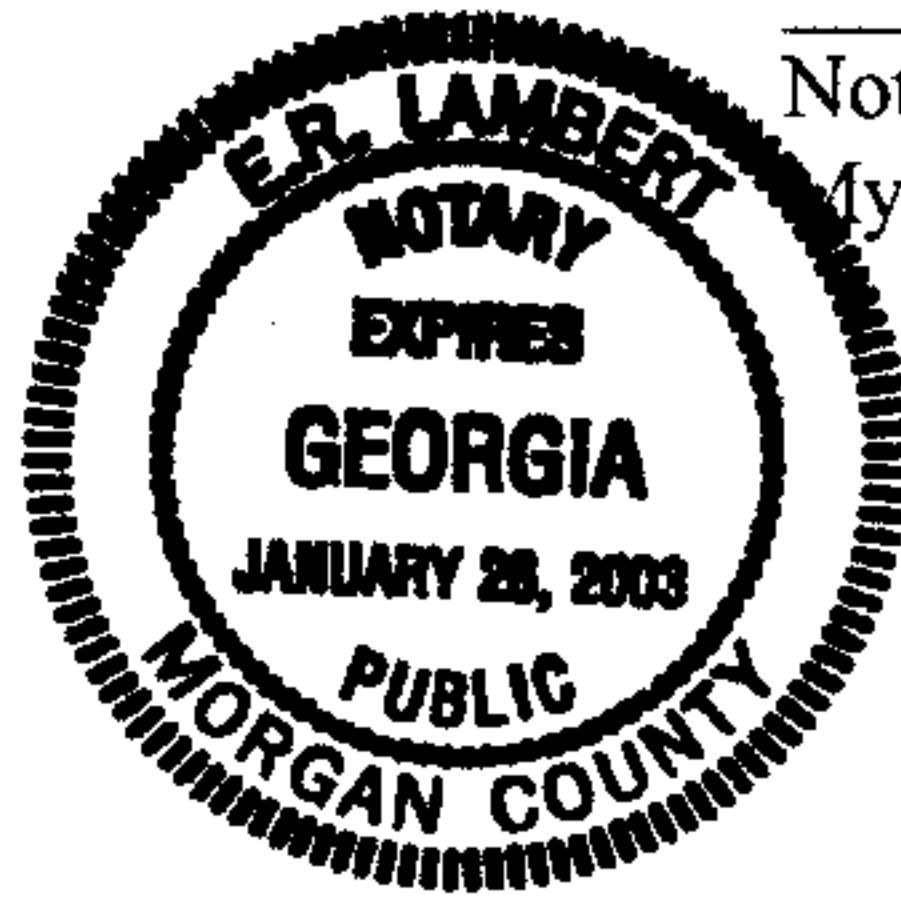
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that W. Beatrice Jones, whose name is signed to the foregoing Agreement for Habitation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement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

Given under my hand and seal, this the 10th day of Feb. 2001.

E.R. Lambert

Notary Public

My Commission Expires: _____



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