

THIS INSTRUMENT WAS PREPARED BY:
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(205) 665-4357

SHELBY COUNTY)
)
STATE OF ALABAMA) **MUTUAL RECISSION**

THIS AGREEMENT OF RECISSION is hereby executed on the 18th day of March, 2002, by and between David Holcombe, a single person, and Keith A. Holcombe and wife, Kathy L. Holcombe.

The Parties entered a realty sales agreement dated the 2nd day of February, 2001 whereby David Holcombe agreed to sale and Keith A. Holcombe and Kathy L. Holcombe agreed to purchase property at 185 Birmingham Street, Wilton, Alabama and legally described as follows:

Commence at the Northeast corner of Lot 15, Block 1, Birmingham Junction, as recorded in Deed Book 14, Page 239 in the Office of the Judge of Probate of Shelby County, Alabama and run South along the East line of said Lot 15 for a distance of 413 feet, more or less to a point of intersection with the North line of Birmingham Street, thence right 86 degrees 41 minutes and run Westerly along said North line for a distance of 140.0 feet; thence right 91 degrees 26 minutes, and run Northerly for a distance of 250.0 feet thence left 91 degrees 26 minutes and run Westerly for a distance of 92.0 feet; thence right 91 degrees 26 minutes and run Northerly for a distance of 163.0 feet, more or less to the North line of Lot 14, Block 1, of said Birmingham Junction; thence right 88 degrees 34 minutes and run Easterly for a distance of 245.52 feet, more or less to point of beginning.

Note: This instrument was prepared without evidence of title search.

The aforementioned agreement was recorded at the Office Of Probate Judge of Shelby County, Alabama at Instrument No. 2001- 4204.

The Parties enter this agreement to mutually rescind the realty sales agreement previously executed. The terms of this agreement are as follows:

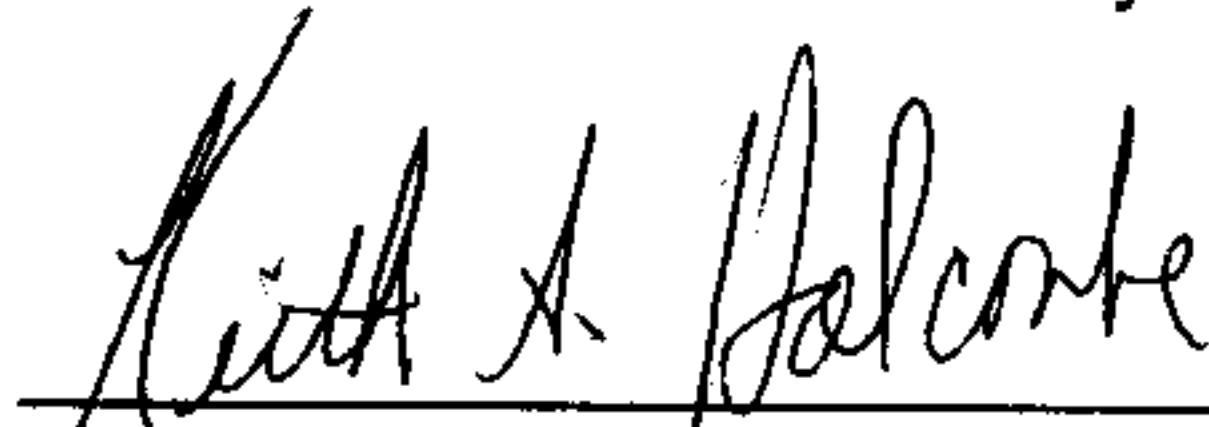
1. The Purchaser under said agreement shall be permitted to continue in their exclusive occupancy and use until on or before the 15 day of May, 2002. The Purchaser shall maintain the costs of hazard insurance and the costs of the utilities only during said term and shall return the subject property in the condition it was found at the date of the original realty sales agreement excluding normal wear and tear.
2. The Purchaser waives any and all claims they have to the property except which is specifically reserved herein. The Purchaser forfeits all monies paid following the execution of the realty sales agreement.
3. The Seller hereby releases the Purchaser from any and all obligations created by virtue of the realty sales agreement except which is specifically reserved herein.
4. This agreement represents the entire agreement of the parties as it relates to the rescission of the realty sales agreement.

Inst # 2002-13080

03/20/2002-13080
08:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MSB 14.00

THIS IS A LEGALLY BINDING AGREEMENT.


Done this the 18th day of March, 2002.



Keith A. Holcombe



David Holcombe

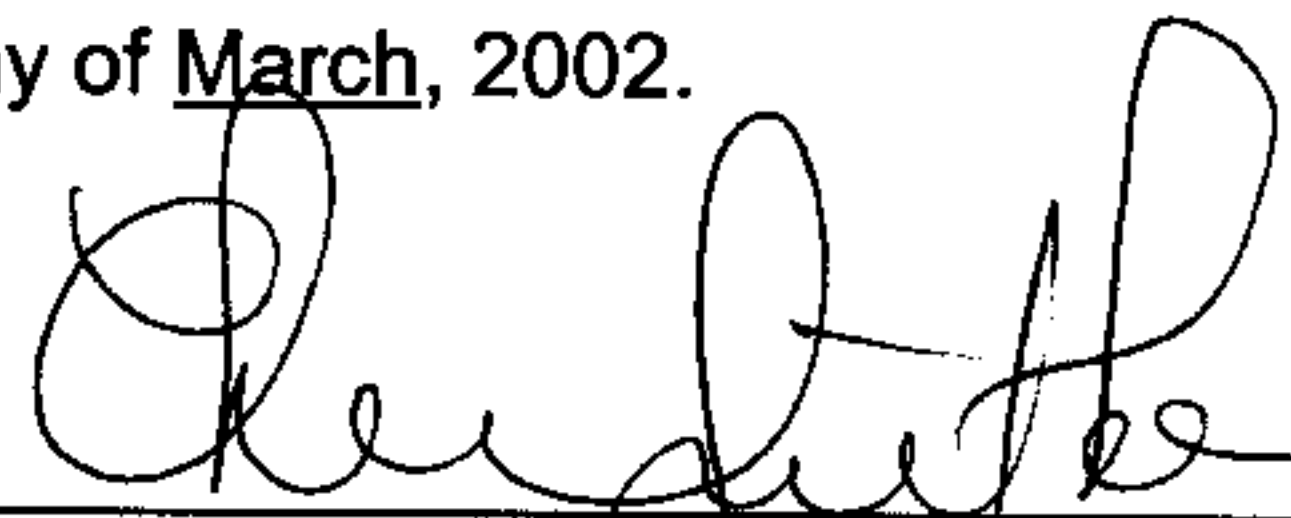


Kathy L. Holcombe

STATE OF ALABAMA)
SHELBY COUNTY)

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

Given under my hand and seal this 18th day of March, 2002.

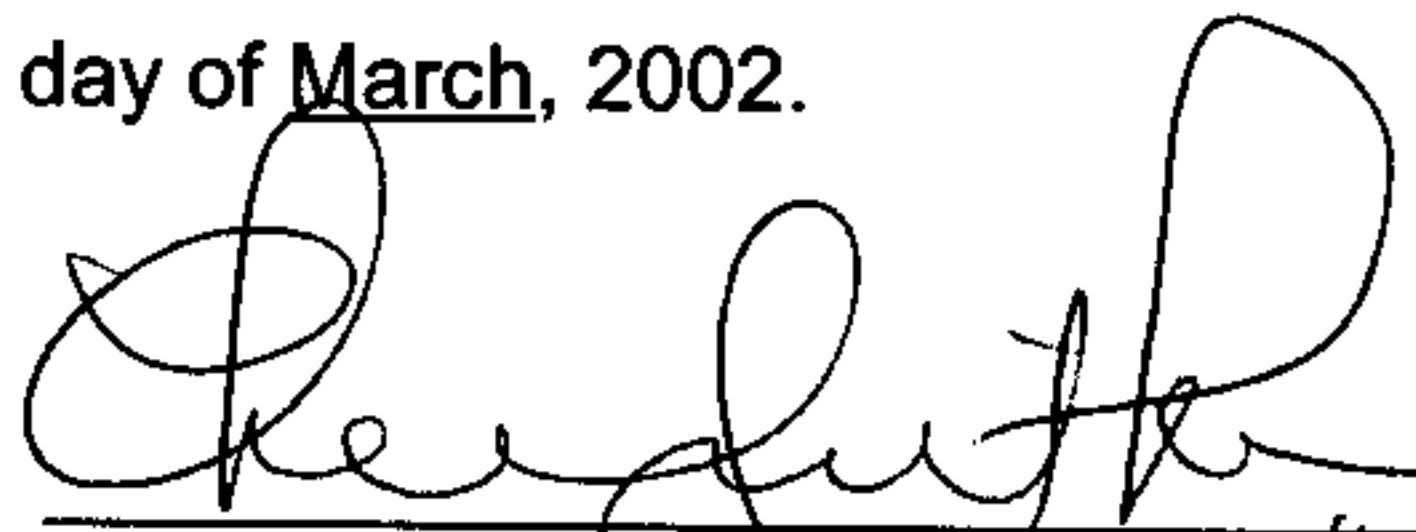


Notary Public
My Commission Expires: 5/13/04

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Keith A. Holcombe and Kathy L. Holcombe whose names are signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18th day of March, 2002.



Notary Public
My Commission Expires: 5/13/04

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