

STATE OF ALABAMA
SHELBY COUNTY

20030528000328860 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
05/28/2003 10:14:00 FILED/CERTIFIED

AGREEMENT

For and in consideration of the agreement of John David Hillin to consent and agree for Sharyn Kay Hillin to refinance real estate located at 2483 Chuchura Drive, Birmingham, Alabama 35244, the undersigned Sharyn Kay Hillin hereby covenants and agrees that she releases John David Hillin from any obligation to contribute to major maintenance on the premises and she agrees to pay to John David Hillin an amount equal to forty per-cent (40%) of the sales price of the house whenever it is sold, minus the amount of the outstanding mortgage balance (as a result of the mortgage loan to be closed today) and twenty thousand dollars (\$20,000.00) which shall be paid to Sharyn Kay Hillin prior to the payment to John David Hillin of the forty per-cent (40%) mentioned herein. In the event that such forty per-cent (40%), as calculated above, is less than ten thousand seven hundred dollars (\$10,700.00), Sharyn Kay Hillin shall pay to John David Hillin the sum of ten thousand seven hundred dollars (\$10,700.00) at the time the house is sold.

The undersigned acknowledges full and fair consideration for this agreement and acknowledges that this agreement is being made at her request and for her benefit this the 19th day of May, 2003. Signed at 2:10 PM (time of day) this 19th day of May, 2003.

Sharyn W Kay Hillin (L.S.)
Sharyn Kay Hillin

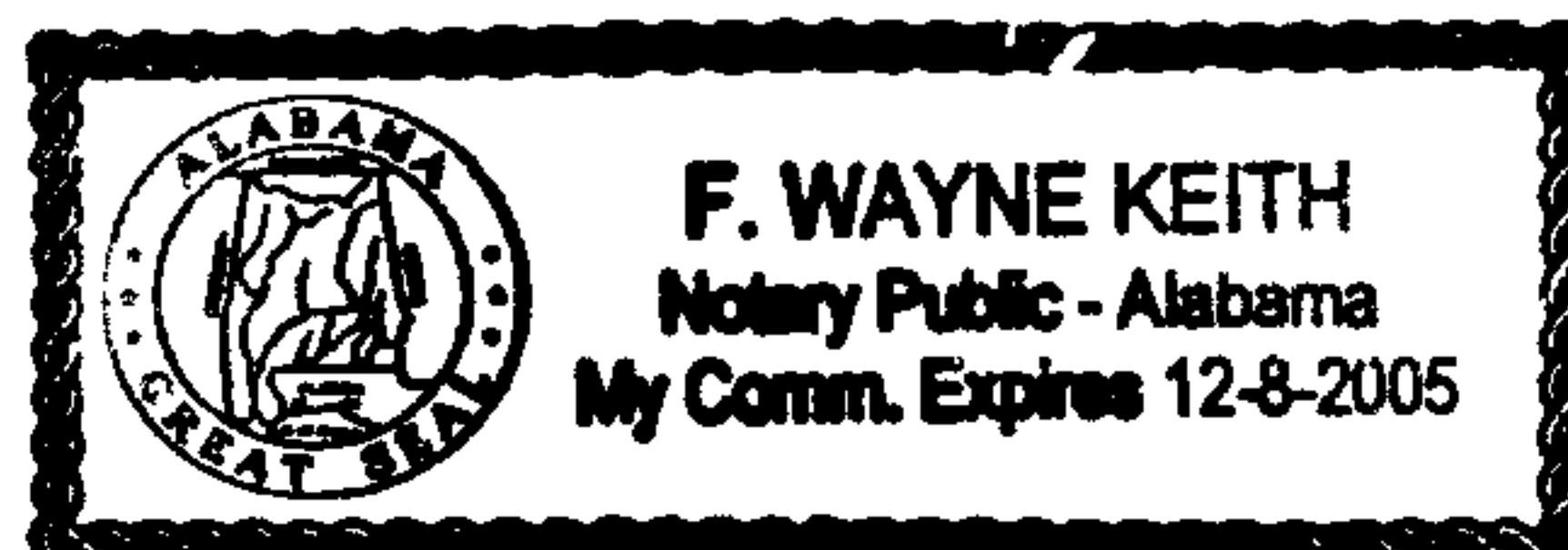
5-19-03
Date

[Signature]
Witness

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, Notary Public, in and for said County and State, hereby certify that Sharyn Kay Hillin, whose name is signed to the foregoing instrument, and who is know to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed in the same voluntarily.

Given under my hand and seal this the 19th day of May, 2003.



[Signature]
Notary Public