



## MUTUAL RELEASE

We, the undersigned, hereby release all rights, title and interest in and to that certain contract dated 6/1/04 by and between the following:

Holsombeck Builders, Inc SELLER(S) and  
Steve O. McCullough PURCHASER(S) on  
property located at 504 Waterford Highlands Court, Calera, AL 35040  
Further, the Seller(s) and Purchaser(s) direct the Escrow Agent to disburse the earnest money in the amount of \$ 2000. to the:

☐ purchaser(s) OR ☐ Seller(s) & sellers agent as per original contract OR  
☒ other Earnest money check shall be held by Closing Attorney  
Shane Paden until lot 503 closes with new purchasers at which  
time Steve McCullough can pick up his check.  
Upon the acceptance of the above conditions each party releases the other from any and all responsibility in connection with performance under this contract.

Instrument Number 20040726000418590

Now therefore, in consideration of the premises, each of the parties, their heirs, successors and assigns, do hereby release, acquit, and forever discharge the other party, their heirs, successors, assigns, and RE/MAX Advantage and Holsombeck Builders Inc from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses and compensation whatsoever, which the undersigned now has or may have arising out of that certain contract set out above.

Please indicate disposition instructions for the earnest money check (if any): Indicated Above  
Mail to the ☐ Seller ☒ Purchaser at:

Address: \_\_\_\_\_  
City, State \_\_\_\_\_  
Zip \_\_\_\_\_

☐ Other: \_\_\_\_\_

SIGNED THIS 27th day of August, 2004.

WITNESS:

Karen Paulovich Steve McCullough Purchaser 8/27/04

Karen Paulovich Holsombeck Builders, Inc.  
By Steve President/Seller

Broker: \_\_\_\_\_

