

RELEASE AND AGREEMENT

We, Mary W. Faulkner, Gary A. Brasher and Wendy R. Brasher, agree that Gary and Wendy Brasher will release all rights and the first option to buy the property described in the attached contract as Lot 2-A, on the plat of the Faulkner Estate Subdivision, recorded in Map Book 27, Page 17, in the office of the Judge of Probate of Shelby County, Alabama. In exchange for said release, Mary Faulkner will release the indebtedness presently owed on the property described as Lot 2-B and other provisions set forth in a contract signed by the aforementioned and dated on or about February 27, 2002, as paid in full as of the signing of this document.

INST## 2003 - 1029 2

Further, Wendy and Gary Brasher agree to maintain Lot 2-A as long as Mary W. Faulkner is residing in the home on Lot 2-A, but will not be held responsible for the maintenance of Lot 2-A after the death of Mary Faulkner.

It is further understood that the easement recorded on the plat for both properties will remain accessible to both and/or any future owners of Lot 2-A and 2-B.

Further, Wendy and Gary Brasher will be permitted the same and equal opportunity to purchase Lot 2-A as any prospective purchase.

Dated this 15th day of June, 2004.

Gary A. Brash

Wendy R/Brasher

Mary W. Faulkner

Sworn to and subscribed before me this the 15th day of June, 2004.

Notary Public

My Commission Expires:_____