

ASSIGNMENT OF REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT is made this 27 day of Dec, 2007

by Shirley A. Vance ("Assignor")

to Thomas S. McDonald & Dorothy M. McDonald ("Assignees")

WITNESSETH:

WHEREAS, Assignor has entered into a certain Real Estate Purchase and Sale Agreement with Assignor as "Seller" and Assignee as "Buyer" which agreement was executed for the purchase and sale of certain real property being, lying and situated in Shelby County, Alabama, commonly referred to as 545 Apricot Lane, Calera, Alabama, and more particularly described in copy of Deed being attached hereto as Exhibit "A"; and, 455

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement; and,

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement;

NOW, THEREFORE, for and in consideration of the sum of Nineteen thousand dollars (\$19000.00) and other good and valuable considerations, the sufficiency of which are hereby acknowledged, Assignor has assigned, transferred, sold and conveyed and by these presents does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement. Assignee hereby assumes all of Assignor's duties and obligations under said Real Estate Purchase and Sale Agreement. This Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors, heirs and assigns.

TERMS. Assignor agrees to accept four thousand dollars (\$4000.00) in down payment, the receipt of which is hereby acknowledged, and monthly payments consisting of the settlement of debts owed by the Assignor to the water, telephone and electric utilities accumulated during the reasonable operation of Assignor's principal residence, plus cash (check or money order) for the remainder of a total monthly payment of two hundred sixty dollars until the principal is paid. Assignee may also pay Assignor lump sum payments from time to time also in settlement of the principal, and provide other valuable considerations, assistance and personal services to Assignor.

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignee as of the day and year first above written.

Witnesses:

"Assignor" Shirley A. Vance

"Assignee" Dorothy M. McDonald & Thomas S. McDonald

Lisa Beasley

LISA BEASLEY  
Notary Public, AL State at Large  
My Comm. Expires May 25, 2008



THIS INSTRUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE EVIDENCE. DESCRIPTION FURNISHED  
BY GRANTOR. This form provided by

**SHELBY COUNTY ABSTRACT & TITLE CO., INC.**

P. O. Box 752 - Columbiana, Alabama 35051  
(205) 669-6204 (205) 669-6291 Fax (205) 669-3130

**SEND TAX NOTICE TO:**

(Name) Charles Merl Vance  
525 Apricot Lane  
(Address) Calera, Alabama 35040

20071227000580110 2/2 \$28.50  
Shelby Cnty Judge of Probate, AL  
12/27/2007 01:45:11PM FILED/CERT

This instrument was prepared by: **MIKE T. ATCHISON**  
P. O. Box 822  
Columbiana, AL 35051

Form 1-1-5 Rev. 4/99

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - Stewart Title Insurance Corp. of Houston, TX**

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS.

That in consideration of Settlement of the Estate of C.W. Vance, deceased DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Charles Merl Vance, as Personal Representative of the Estate of C.W. Vance, Deceased,  
Probate Case No. 39-237, in the Probate Office of Shelby County, Alabama  
(herein referred to as grantors) do grant, bargain, sell and convey unto

Charles Merl Vance and wife, Shirley Ann Vance

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby County, Alabama to-wit:

A part of the NE ¼ of the NE ¼ of Section 5, Township 22 South, Range 2 West, Shelby County, AL;  
commence at the NW corner of said ¼ - ¼ section and run East along the North line of said ¼ - ¼  
section a distance of 420 feet to the point of beginning; thence continue Easterly along the North line  
of said ¼ - ¼ section a distance of 210 feet; thence turn to the right and run Southerly parallel to the  
West line of said ¼ - ¼ section a distance of 210 feet; thence run Westerly parallel to the North line of  
said ¼ - ¼ section a distance of 210 feet; thence turn an angle to the right and run Northerly parallel to  
the West line of said ¼ - ¼ section a distance of 210 feet to the point of beginning.

Being the West half of land beginning at the NE corner of the Onnie Lee land running South 70 yards,  
thence East 140 yards, thence North 70 yards, thence West 140 yards to point of beginning; being a  
part of the NE ¼ of Section 5, Township 22 South, Range 2 West. Situated in Shelby County, AL.

Subject to taxes for 2000 and subsequent years, easements, restrictions,  
rights of way, and permits of record.

Charles Merl Vance and Mearl Vance are one and the same person.

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties  
to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein  
survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees  
herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am  
(we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and  
convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs  
and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s), this  
day of                     , 2000.

WITNESS:

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Charles Merl Vance (Seal)  
Charles Merl Vance, as Personal  
Representative of the Estate of (Seal)  
C.W. Vance, deceased, Probate Case  
39-237, in the Probate Office of (Seal)  
Shelby County, Alabama.

STATE OF ALABAMA

SHELBY

COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State,  
hereby certify that Charles Merl Vance, whose name as Personal Representative of the Estate of  
C. W. Vance, deceased,  
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me  
on this day, that, being informed of the contents of the conveyance he executed the same voluntarily  
on the day the same bears date, in his capacity as such Personal Representative.

Given under my hand and official seal this 1st day of January A.D. 2000.

James H. Hester  
Notary Public.

Inst # 2000-38029

11/02/2000-38029  
09:27 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE