


THIS INSTRUMENT PREPARED WITHOUT BENEFIT
OF TITLE EXAMINATION OR SURVEY


20080616000243950 1/7 \$34.50
Shelby Cnty Judge of Probate, AL
06/16/2008 12:35:49PM FILED/CERT

This Instrument Was Prepared By:
Mary Beth W. Cavert
ROSEN HARWOOD, P.A.
2117 Jack Warner Parkway
Post Office Box 2727
Tuscaloosa, Alabama 35403
Telephone: (205) 344-5000

Shelby County, AL 06/16/2008
State of Alabama
Deed Tax: \$5.50

SOURCE OF TITLE: Deed Book 306 at Page 180

THE STATE OF ALABAMA

COUNTY OF SHELBY

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantor, RICHARD FRANK HICKS, a married man, individually and as Personal Representative of the Estate of Richard T. Hicks, Probate Case Number PR 2008-000290, for good and valuable consideration to him in hand paid by LARRY BRASHER and JULIA SMITH (herein referred to as Grantees), the receipt whereof is hereby acknowledged, does hereby remise, release, and forever quit claim unto the said Grantees, all his right, title and interest in and to the following land lying and being in the County of Shelby, State of Alabama, and particularly described as follows, to-wit:

Lot 1, Block 45 and Lots 5 and 6, Block 52, all according to South Calera Land Company's map of South Calera as recorded in Map Book 3, Page 40, in the Probate Office of Shelby County, Alabama.

There is excepted therefrom right-of-way of U. S. Highway 31 running along the Westerly line of said lots.

Situated in Shelby County, Alabama.

Subject to:

1. Transmission Line Permit to Alabama Power Company dated October 4, 1960, recorded in Deed Book 213, Page 414, in the Probate Office of Shelby County, Alabama.
2. Right-Of-Way granted to Shelby County, dated April 1936, recorded in Probate Minutes 13, Page 185, in the Probate Office of Shelby County, Alabama.

The property herein conveyed does not constitute the homestead of Grantor, nor of Grantor's wife.

TO HAVE AND TO HOLD the above granted premises unto the said Grantees, their heirs and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seals on this the 12 day of

June, 2008.


RICHARD FRANK HICKS

Richard Frank Hicks

RICHARD FRANK HICKS, as Executor of the
Estate of Richard T. Hicks, deceased

THE STATE OF Oklahoma

COUNTY OF Oklahoma

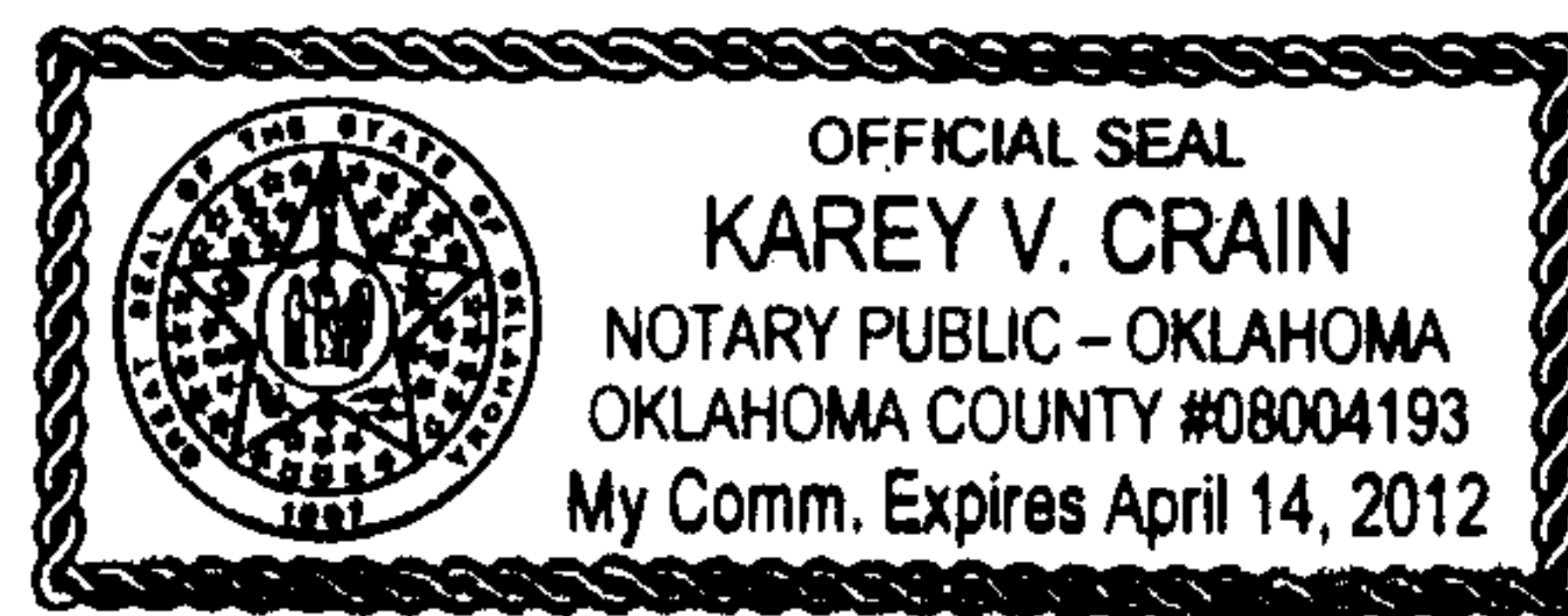
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RICHARD FRANK HICKS, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed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

Given under my hand and official seal this 12 day of June, 2008.

Karey V. Crain
NOTARY PUBLIC

My Commission Expires:

4-14-12



THE STATE OF Oklahoma

COUNTY OF Oklahoma

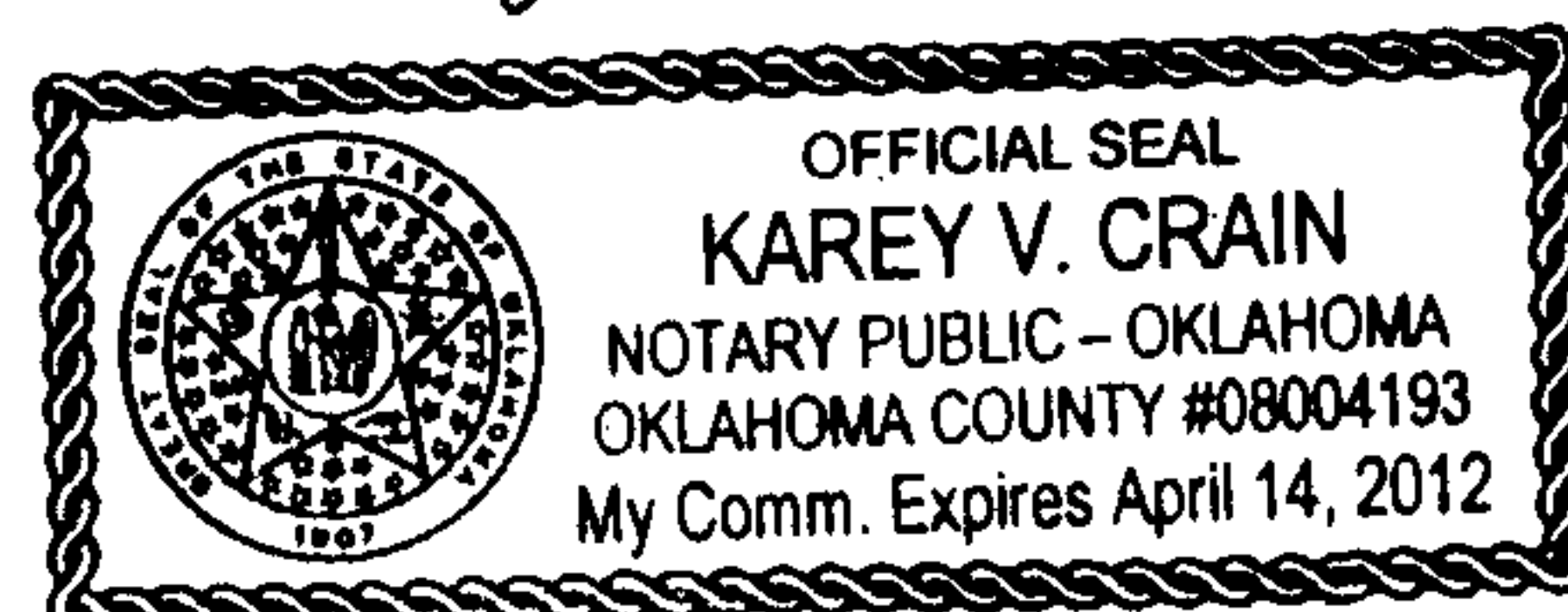
I, the undersigned, a Notary Public in and for said state and county, hereby certify that RICHARD FRANK HICKS, whose name as Executor of the Last Will and Testament of Richard T. Hicks, deceased, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the said instrument, he executed the same in his capacity as Executor of the Last Will and Testament of Richard T. Hicks, deceased, on the day the same bears date.

Given under my hand and official seal this 12 day of June, 2008.

Karey V. Crain
NOTARY PUBLIC

My Commission Expires:

4-14-2012



COPY

STATE OF ALABAMA

TUSCALOOSA COUNTY

MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement is between Richard Frank Hicks of Oklahoma City, Oklahoma, individually and as Personal Representative of the Estate of Richard T. Hicks, deceased, (sometimes hereinafter "Hicks") owner and mortgagee, and Larry Brasher and Julia Smith (sometimes hereinafter "Brasher and Smith") of Calera, Alabama, mortgagors.

WHEREAS, Richard T. Hicks, deceased, was the owner of certain property ("the Property") in Shelby County, Alabama, more particularly described in Exhibit "A", source of title Deed Book 306 Page 180; and

WHEREAS, Richard T. Hicks, as mortgagee, and Larry Brasher and Julia Smith, as mortgagors, were parties to an agreement (the "Mortgage") dated March 15, 2007, which provided for payment of \$30,000 at 7% interest with the Property as security; and

WHEREAS, the amount of \$5,500.00 has been paid per the terms of the Mortgage; and


WHEREAS, Richard T. Hicks died on the 11th day of March, 2008, and in his Last Will and Testament, which has been admitted to probate in Tuscaloosa County, Alabama (Case No. 08-415), and to ancillary probate in Shelby County, Alabama (Case No. PR 2008-290), he devised his entire estate, except for a small gift to his daughter, to his son Richard Frank Hicks; and

WHEREAS, Richard Frank Hicks agrees that the amount paid to Richard T. Hicks and to the Estate of Richard T. Hicks and release of any further liability on account of the property are adequate consideration for the conveyance of the Property on the terms set out herein; and

WHEREAS, Brasher and Smith are willing to accept a quitclaim deed from Hicks and take full title to the Property in its "as is, where is" condition with no warranties of any kind whatsoever, including, but not limited to, warranty of title; and

WHEREAS, Brasher and Smith agree that the property taxes on the Property, including the taxes accrued during the period from October 1, 2007 to the date of this Mortgage Modification Agreement, will hereafter be paid by them as owners; and

WHEREAS, Hicks agrees to pay recording costs of the deed,


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THEREFORE, in consideration of the mutual covenants between them, Richard Frank Hicks and Larry Brasher and Julia Smith agree to the above terms for the conveyance of the Property and the characterization of this agreement as an adjustment to the purchase price. Each party also agrees as follows:

Upon execution of this Mortgage Modification Agreement,

Richard Frank Hicks, individually and as Personal Representative of the Estate of Richard T. Hicks, will convey the Property by quitclaim deed to Larry Brasher and Julia Smith;

The Mortgage shall be satisfied upon the recording of the deed;

Larry Brasher and Julia Smith accept the Property in its "as is, where is" condition with no warranties;

Larry Brasher and Julia Smith release, indemnify and hold harmless Richard Frank Hicks, individually and as Personal Representative of Richard T. Hicks, from any other further liability of any nature;

The laws of the State of Alabama shall govern the validity of this Agreement, the construction and enforcement of its terms, the interpretation of the rights and the duties of the parties, and all other matters relating to this Agreement;

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns;

This Mortgage Modification Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; and

This Mortgage Modification Agreement constitutes the entire understanding and agreement among the parties and supersedes any and all prior negotiations, understandings or agreements in regard thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.



RICHARD FRANK HICKS

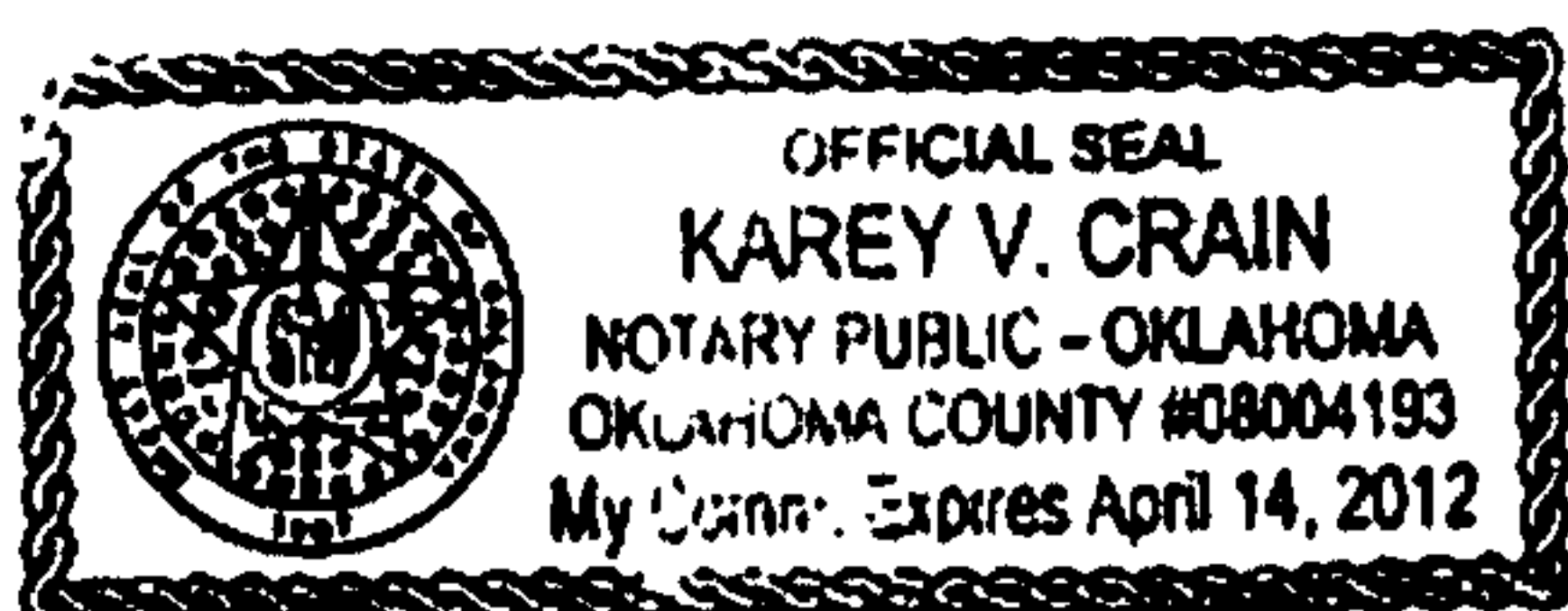


STATE OF Oklahoma §

COUNTY OF Oklahoma §

I, the undersigned, a Notary Public in and for said state and county, hereby certify that RICHARD FRANK HICKS, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12 day of June, 2008.



Karey V. Crain
NOTARY PUBLIC
My Commission Expires: 4-14-12

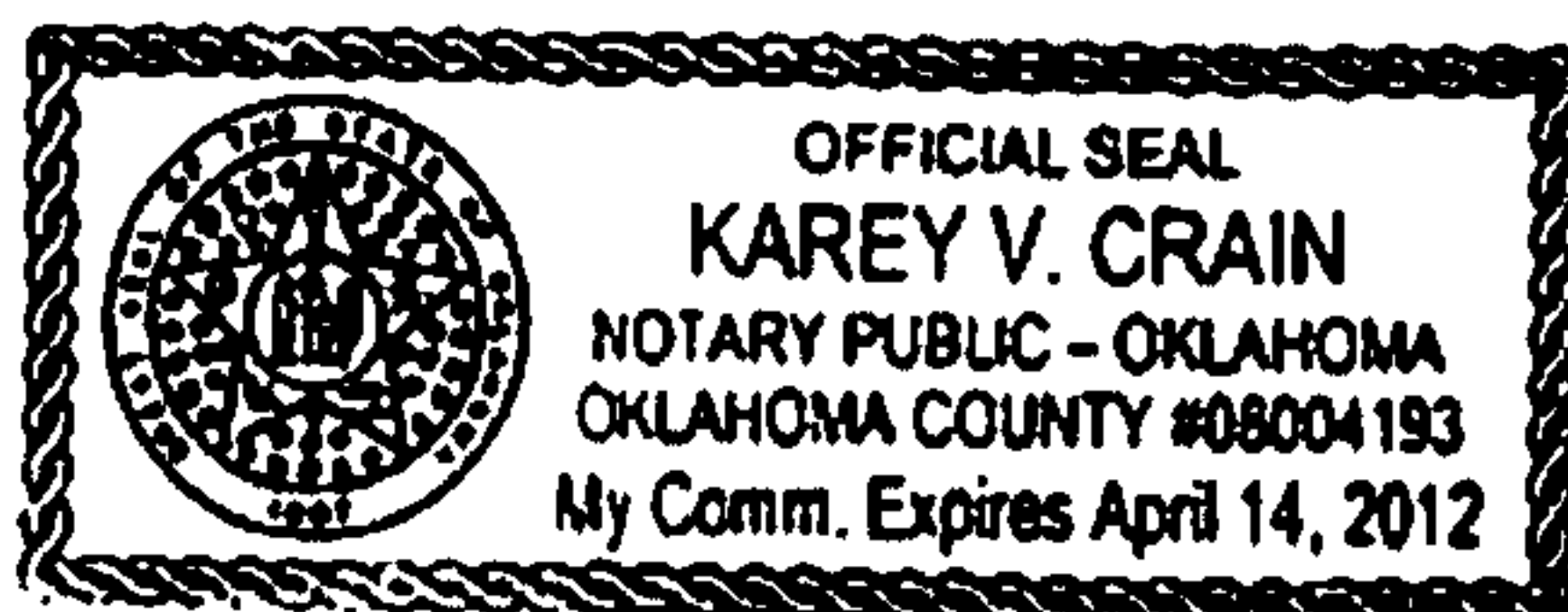
Richard Frank Hicks
RICHARD FRANK HICKS, Personal
Representative of the Estate of Richard T.
Hicks

STATE OF Oklahoma §

COUNTY OF Oklahoma §

I, the undersigned, a Notary Public for the State of Alabama at Large, hereby certify that RICHARD FRANK HICKS, whose name as Personal Representative of the Estate of Richard T. Hicks 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, in his capacity as such Personal Representative, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12 day of June, 2008.



Karey V. Crain
NOTARY PUBLIC
My Commission Expires: 4-14-12

Larry Brasher
LARRY BRASHER

STATE OF ALABAMA §

SHELBY COUNTY §

I, the undersigned, a Notary Public in and for said state and county, hereby certify that LARRY BRASHER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 6th day of June, 2008.

Amy M. Jacob
NOTARY PUBLIC
My Commission Expires: 6-28-11

Julia Smith
JULIA SMITH

STATE OF ALABAMA §

SHELBY COUNTY §

I, the undersigned, a Notary Public in and for said state and county, hereby certify that JULIA SMITH, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 6th day of June, 2008.

Amy M. Jacob
NOTARY PUBLIC
My Commission Expires: 6-28-11

Exhibit "A"


Lot 1, Block 45 and Lots 5 and 6, Block 52, all according to South Calera Land Company's map of South Calera as recorded in Map Book 3, Page 40, in the Probate Office of Shelby County, Alabama.

There is excepted herefrom right-of-way of U. S. Highway 31 running along the Westerly line of said lots.

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