


AGREEMENT AND ADDENDUM TO  
DEED  
PERTAINING TO THE PREMISES  
LOCATED AT  
505 OVERHILL DRIVE IN  
PELHAM, ALABAMA

  
20080710000279520 1/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
07/10/2008 03:40:52PM FILED/CERT

The parties to this agreement are:

**Martin Seibert and Elizabeth Seibert**, (hereinafter the "Owners") who are currently the owners, in Joint Tenancy With Right of Survivorship, of certain real estate located at 505 Overhill Drive in the City of Pelham, Alabama, (hereinafter the "Premises"), and more particularly described as:

The land and improvements upon Lot 19, in Block 4  
Oak Mountain Estates Sector  
As recorded in Map Volume 5 on Page 76 of the  
Judge of Probate, Shelby County, Alabama  
According to the survey of January 20 1972

And

**The Sponsors**, (hereinafter the "Sponsors") an undefined group of individuals associated with the Church at Brook Hills, a non-profit organization, currently located at 3145 Brook Highland Parkway, Birmingham, Alabama, who have undertaken to provide funds and other direct support and assistance to facilitate and complete the construction of an Addition to the existing residence on the premises described above for the express purpose of providing living quarters for **Jimmy Rogers and Bettye Rogers** who currently reside in the City of Birmingham, Alabama. The Sponsors for purposes of this agreement are currently represented by **Bert Cornellius** of 206 Courtside Drive in Birmingham, Alabama (hereinafter the "Representative"). The Sponsors reserve the right to designate another person or persons at future times as the Representative for purposes of enforcing this agreement.


Now, Whereas the Owners have expressed a willingness to allow an addition of approximately 850 square feet, more or less, to be constructed onto their present residence, which residence is located on the premises described above, for the singular purpose of providing living quarters for Jimmy Rogers and Bettye Rogers, who are related to the Owners;

And, Whereas the Sponsors have expressed a willingness to provide funds and other direct support and assistance to facilitate and complete the construction of the Addition in question at no cost to the Owners conditioned upon assurance from the Owners that such Addition will be reserved exclusively and indefinitely for permanent occupancy by Jimmy Rogers and/or Bettye Rogers so long as either or both shall live.

And, Whereas, the Parties agree that the Addition described above will become an integral part of and add significant value to the entire premises;



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Now, Therefore in consideration of One Dollar (\$1.00) and the mutual promises made herein, the parties hereto agree as follows:

1. That neither Elizabeth Siebert nor Martin Siebert, as the Owners, individually or jointly, will voluntarily sell the premises or any part of their respective interests therein without the express written consent or approval of Jimmy Rogers and/or Bettye Rogers during their respective lifetimes.
2. That the Owners, either jointly or individually, will voluntarily take no action without the express written approval of Jimmy Rogers and/or Bettye Rogers which would jeopardize the right of Jimmy Rogers and/or Bettye Rogers to continue to live on the premises within the living quarters created by the Addition in question including but not limited to any actions which might result in the filing of additional mortgages or liens which, foreseeably, could lead to foreclosure or a forced sale by a financial institution, mortgage holder, governmental agency or potential lien holder. That in so far as is possible, the Owners will proactively take all appropriate actions to prevent the filing of any additional mortgages or liens which might jeopardize the right of Jimmy Rogers and/or Bettye Rogers to continue to live on the premises within the living quarters created by the Addition which is the subject of this agreement. However, any existing mortgages which have been duly recorded and are in effect on the date this agreement is signed shall be excluded from this provision.
3. That in the event that the Premises in question is destroyed by fire, flood, storm or an act of God the Owners will use their best efforts to provide similar living quarters for Jimmy Rogers and/or Bettye Rogers when the current residence is rebuilt or another residence is built from the proceeds of any insurance policies which covered the original premises.
4. That this agreement and its terms as set forth herein shall constitute a valid addendum to the Deed, held in whatever form or fashion by Elizabeth Siebert and/or Martin Siebert pertaining to the premises described above, and is incorporated therein by reference just as though it had been set out in the Deed, itself.
5. Finally, the parties agree that this agreement, consisting of three pages and as set forth herein, shall not be altered, amended, or changed without the express written consent of Jimmy Rogers and/or Bettye Rogers, or the Sponsors through their designated Representative.

WHEREFORE, the parties hereto have subscribed their signatures hereunder on the dates indicated beside their respective signatures.

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The Owners:

Martin Seibert  
Martin Seibert

6-5-08  
Date

Elizabeth Seibert  
Elizabeth Seibert

6/5/08  
Date

Bert Cornellius  
Bert Cornellius

Representative  
On behalf of the Sponsors

6/5/08  
Date

NOTARIZATION

This is to certify that the above persons appeared before me on this 5<sup>th</sup> day of  
June 2008, and subscribed their signatures to the foregoing:

AGREEMENT AND ADDENDUM TO THE  
DEED PERTAINING TO THE  
PREMISES LOCATED AT  
505 OVERHILL DRIVE IN PELHAM, ALABAMA

Rhonda B. Osborne  
Signature of Notary Public

My Commission Expires Sept 2, 2008

My Commission Expires on \_\_\_\_\_