

STATE OF ALABAMA  
COUNTY OF SHELBY

20081023000415460 1/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
10/23/2008 01:21:07PM FILED/CERT

MEMORANDUM OF SALE

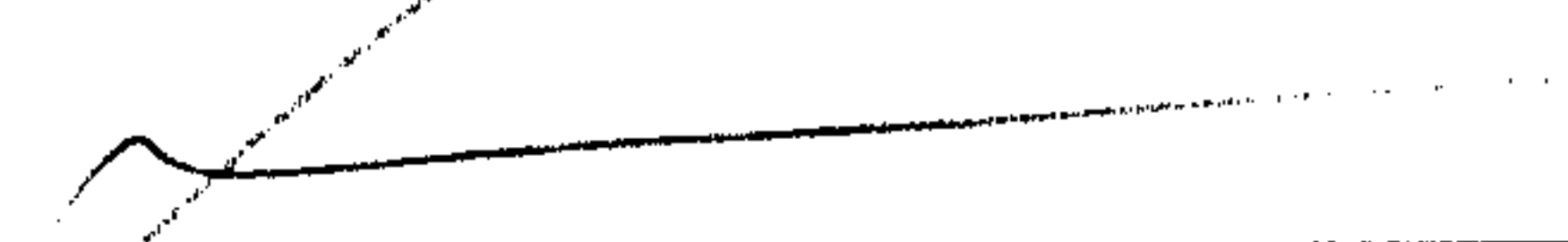
Please take notice that the undersigned, Kenneth Curtis, is the Buyer/Purchaser under that certain General Residential Sales Contract dated October 4, 2008, by the provisions of which the undersigned, Lee John Bruno As Trustee of Vincent J. Bruno Trust F/B/O Lee John Bruno, Jr., Dated November 12, 1997, owner of the real property described in the contract, as Sellers, agreed in writing to convey to the undersigned Buyer/Purchaser such real property, which is described as follows:


SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION  
Parcel ID#58-17-9-30-0-000-003.002

The contract is in full force and effect.

You are further notified and advised that any and all interest, right, or title you may acquire in said real property by virtue of subsequent transactions with the Sellers will be wholly subject to the right, interest, and equity of the Buyer/Purchaser in said real property, arising by virtue of the contract of sale, payment by the Buyer/Purchaser of all or a portion of the purchase price, possession of all or a portion of said real property by the Buyer/Purchaser, or otherwise.

This the 20<sup>th</sup> day of October 2008.

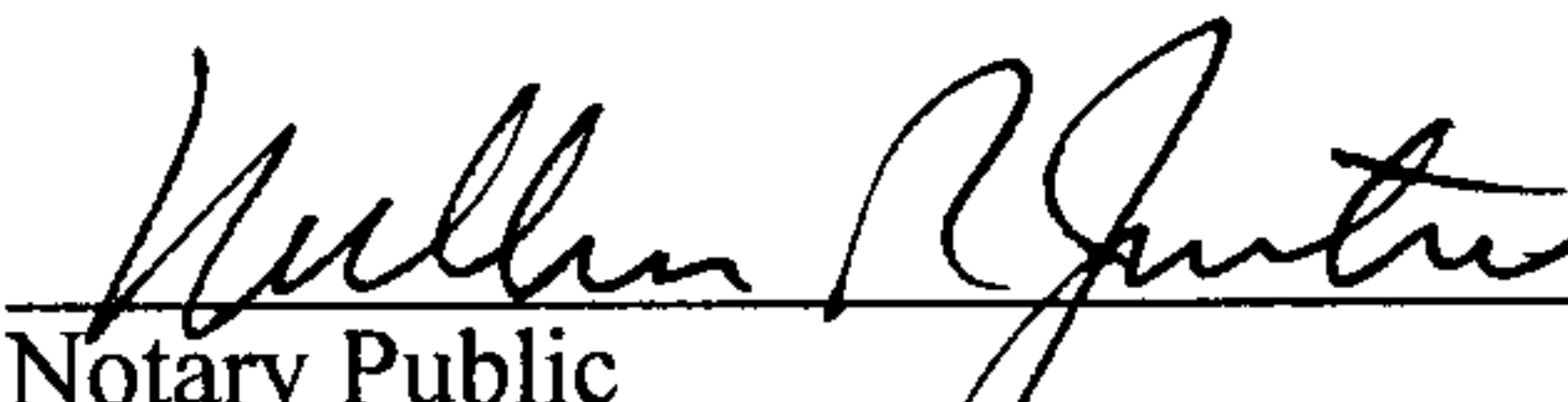
  
\_\_\_\_\_  
Lee John Bruno, As Trustee of  
Vincent J. Bruno Trust F/B/O Lee  
John Bruno, Jr., Dated 11/12/97

  
\_\_\_\_\_  
Kenneth Curtis

STATE OF ALABAMA  
COUNTY OF SHELBY

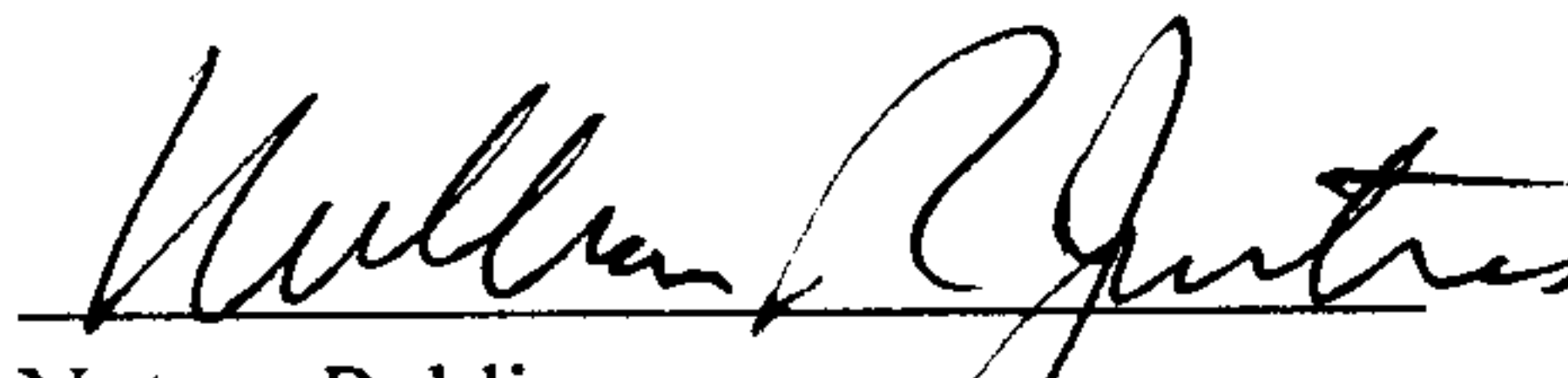
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lee John Bruno, as Trustee of Vincent J. Bruno Trust F/B/O Lee John Bruno, Jr., dated November 12, 1997, whose name is signed to this instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily.

Given under my hand and official seal this 20<sup>th</sup> day of October, 2008.

  
\_\_\_\_\_  
Notary Public

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

Given under my hand and official seal this 20<sup>th</sup> day of October, 2008.

  
\_\_\_\_\_  
Notary Public





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EXHIBIT "A"  
LEGAL DESCRIPTION


Commencing at the Northeast corner of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 30, Township 20 South, Range 2 East, Shelby County, Alabama and run South 03 deg. 04 min. 00 sec. East for 730.37 feet to the POINT OF BEGINNING of the parcel herein described; thence North 81 deg. 43 min. 57 sec. East for a distance of 606.81 feet to the western right of way of Shelby County Road No. 441; thence along said right of way South 07 deg. 39 min. 15 sec. East for a distance of 189.61 feet; thence leaving said right of way South 65 deg. 44 min. 00 sec. West for a distance of 664.66 feet; thence North 03 deg. 02 min. 13 sec. West for a distance of 374.35 feet to the POINT OF BEGINNING of the parcel herein described containing 3.98 acres, more or less. Situated in Shelby County, Alabama.




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**ADDENDUM ONE**

THE PURCHASER AGREES TO PAY SELLER \$75,000.00 FOR PROPERTY AND SELLER AGREES TO DO A LEASE PURCHASE ON PROPERTY LOCATED AT 1071 HWY 441, WILSONVILLE, ALABAMA 35186 FOR A PERIOD OF 15 YEARS. INTEREST RATE SHALL BE 8%. PAYMENTS SHALL BE \$717.00 PLUS \$150.00 +/- FOR PROPERTY INSURANCE AND TAXES EACH MONTH. TAXES AND INSURANCE AMOUNT WILL ADJUST EACH YEAR WITH ANY INCREASES. LATE CHARGE FOR ANY PAYMENT MADE PAST DUE DATE WILL BE \$25.00. PURCHASER SHOULD IF THEY WANT TO OBTAIN RENTER'S INSURANCE . FIRST PAYMENT WILL BE DUE ON CLOSING. ALL OTHER PAYMENTS WILL BE DUE ON 5<sup>TH</sup> DAY OF EACH MONTH. NO MONEY IS REFUNDABLE. PURCHASER'S WILL BE RESPONSIBLE FOR ALL MAINTANCE AND REPAIRS ON PROPERTY. PURCHASER'S WILL KEEP PROPERTY IN GOOD CONDITION. ALL PAYMENTS WILL BE MADE ON TIME. SHOULD PURCHASER'S FAIL TO PAY THEIR MONTHLY PAYMENTS OR NOT KEEP PROPERTY IN GOOD CONDITION, THERE WILL BE A 15 DAY GRACE PERIOD FROM DUE DATE ON LATE PAYMENT BEFORE THE LEASE PURCHASE SHALL BE ENDED AND EITHER THE PURCHASER'S SHALL OBTAIN A LOAN TO PAY OFF SELLER IN FULL OR IMMEDIATELY VACATE THE PROPERTY. PURCHASER'S WILL STILL BE LIABLE FOR ANY BACK PAYMENTS OR DAMAGES AND WILL AGREE TO PAY ANY ATTORNEY OR COURT COSTS THAT MAY BE OCCURRED IN OBTAINING THIS MONEY OR IN GETTING PURCHASER'S TO VACATE. THERE WILL BE NO PLENTY FOR EARLY PAYOFF. SELLER WILL PROVIDE A CLEAR TITLE TO PROPERTY AT TIME PROPERTY IS PAID IN FULL. PURCHASER'S WILL PAY FOR ATTORNEY AND RECORDING ALSO CLOSING COSTS AT END OF LEASE PURCHASE. SELLER IS ALLOWING PURCHASER'S USE OF PROPERTY NOT INCLUDED IN LEASE PURCHASE THAT LYES WITHIN FENCE FOR A PERIOD OF 5 YEARS OR UPON SALE OF PROPERTY, WHICH EVER COMES FIRST. PURCHASER'S WILL MAINTAIN THIS AREA.

  
PURCHASER

  
SELLER

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PURCHASER

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SELLER