

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

The parties to this agreement are:

Martin Seibert and Elizabeth Seibert, ("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 ("**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

Jimmy Rogers, Elizabeth Seibert's father, who resides at the Premises with the Owners.

Now, Whereas the Owners have expressed a desire to refinance the mortgage on the Premises for financial and quality improvement reasons;

And, Whereas Rogers expressly agrees that such refinancing is appropriate;

And, Whereas, the Parties understand that the document titled "AGREEMENT AND ADDENDUM TO DEED," executed between various parties on June 5, 2008 and related to this exact same Premises ("**PREVIOUS AGREEMENT**"), has created some confusion as to whether an appropriate lending agency may refinance any note or mortgage on the Premises;

And, Whereas, the Parties recognize and agree that the best method to remove any confusion related to the PREVIOUS AGREEMENT is to nullify said PREVIOUS AGREEMENT and change/, alter, or amend the PREVIOUS AGREEMENT to such a point as it no longer has any weight, meaning or effect, legal or otherwise;

Agreement and Addendum to Deed Pertaining to
the Premises Located at 505 Overhill Drive in Pelham, Alabama

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

1. That the **PREVIOUS AGREEMENT**, filed as "AGREEMENT AND ADDENDUM TO DEED PERTAINING TO THE PREMISES LOCATED AT 505 OVERHILL DRIVE IN PELHAM, ALABAMA," which was signed and executed on June 5, 2008 and notarized by one Rhonda Osborne, Notary Public, and Filed and Certified with the Judge of Probate on or about July 10, 2008 is hereby rescinded, nullified, abrogated, and replaced with this agreement. The Parties desire that such previous document no longer have any weight, meaning or effect, legal or otherwise.
2. That Elizabeth Seibert and Martin Seibert, as Owners, MAY voluntarily sell the premises or any part of their respective interests therein free and clear and without any approval or consent from Jimmy Rogers, expressed or otherwise.
3. That the Owners, MAY take any action related to or including the filing of additional mortgages or liens (even if those actions could foreseeably lead to foreclosure or forced sale by a financial institution, mortgage holder, governmental agency or potential lien holder) without any approval or consent from Jimmy Rogers, expressed or otherwise.
4. The Owners, whether previously restrained or not, in actuality or merely in contemplation, are hereby not restrained in any manner by any agreement or obligation to Jimmy Rogers in their ability to enter into transactions related to the Premises.
5. 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 Seibert and/or Martin Seibert pertaining to the Premises described above, and is incorporated therein by reference just as though it had been set out in the Deed itself.
6. That all parties are expressly of sound mind, body, volition and intent to enter into this agreement and that all parties understand that the intent of this agreement is to nullify and declare useless the previous "AGREEMENT AND ADDENDUM TO DEED." Each party enters into this agreement in full understanding of the intent and consequence of this agreement and each party is free of any duress or undue influence from any other party.

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WHEREFORE, the parties hereto have subscribed their signatures hereunder and
fully, freely and voluntarily agree to the terms included in this **three page** document
on the dates indicated by their respective signatures.

OWNERS:

Martin Seibert 11/19/08
Martin Seibert Date

Elizabeth Seibert 11/19/08
Elizabeth Seibert Date

JIMMY ROGERS:

Jimmy Rogers _____
Jimmy Rogers Date

WITNESSES:

Name: Date
Having Address At:

Name: Date
Having Address At:

STATEMENT OF NOTARY PUBLIC

Subscribed, sworn to and acknowledged before me by the said parties, Martin and
Beth Seibert, and Jimmy Rogers, and subscribed and sworn to before me by the
above-named witnesses, this 19 day of November, 2008.

Julie Cossier
Notary Public
My commission expires on
JAN 24 2010