

Release and Confidentiality Agreement

This Agreement is made on this the 2 day of September, 2012 by and between Melanie Antoinette Smith ("Smith") and Greater Birmingham Habitat for Humanity, Inc. (hereafter "Habitat").

Recitals

Melanie Antoinette Smith is the owner of the property located at 27 New Hope Drive, Montevallo, Alabama, 35115 ("Property") which has a legal description of Lot 9, New Hope Village, according to a survey drawn by Sain Associates and recorded in Map Book 24, page 89 in the Office of the Judge of Probate of Shelby County, Alabama.

Habitat, as successor to Shelby County Habitat for Humanity, Inc., holds a mortgage on the Property which secures indebtedness with a current balance of \$16,989.71.

The insurance on the Property lapsed and damage was sustained to the Property afterward.

Terms

- Habitat agrees to forgive the current balance of the indebtedness in the amount of \$16,989.71 and will file a release of the mortgage with the Office of the Judge of Probate of Shelby County, Alabama;
- In exchange, Smith shall not disclose to any other person or entity that Habitat agreed to forgive the indebtedness as stated in Paragraph 1 above. Additionally, Smith agrees to hold harmless and indemnify Habitat for any claim or demand arising out of or relating to the condition of the Property including, but not limited to, any damage sustained that was not covered by the insurance policy which lapsed and which may have provided coverage for said damage.

By executing this release, Smith acknowledges and agrees that Habitat has no duty or obligation to her or relating to the Property.

Executed on this the \approx) day of September, 2012.

Melanie Antoinette Smith

Greater Birmingham Habitat for Humanity, Inc.

Charles Moore

Its: President and SEO

100 Union Hill Pr. Suite 200 Birmingham Ar 35209 Prepared by: Dave Condon, P.C.