

THIS INSTRUMENT WAS PREPARED UNDER THE SUPERVISION OF:

Jesus E. Cuza, Esq., on behalf of
MV REALTY OF ALABAMA, LLC
8072 Pecan Dr.
Bessemer, AL 35022
Attn: Amanda J. Zachman

MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT

THIS MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT (as amended from time to time, the "Memorandum"), dated as of July 25, 2022 (the "Effective Date"), is by and between **Ashley Derrell Thomas Sr.**, (**married** ~~(unmarried)~~) [Circle one] herein called "Property Owner", whose address is 324 Chesser Park Drive, Chelsea, AL, 35043 and MV REALTY of ALABAMA LLC, an ALABAMA limited liability company, and/or its assigns or designees, herein called "Company", whose address is 8072 Pecan Dr, Bessemer, AL 35022.

W I T N E S S E T H:

1. That by that certain MVR Homeowner Benefit Agreement, dated as of Effective Date (the "Agreement") by and between Company and Property Owner, Property Owner has agreed to grant Company the exclusive right to act as listing agent for any sale of the Property Owner's property should the Property Owner decide to sell such property during the term of the Agreement, which property is legally described as follows (the "**Property**"):

LOT 68, ACCORDING TO THE SURVEY OF COTTAGES AT CHESSER, PHASE I, AS RECORDED IN MAP BOOK 33, PAGE 45, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN THE CHESSER PLANTATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 2002030600010788 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

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324 Chesser Park Dr, Chelsea, AL, 35043

[Source of Title: Deed Book 20201130000543660 Page 0]]

2. The term of the Agreement began on the Effective Date (the "Commencement Date") and expires on the earlier of: (i) the date the Property is sold in accordance with the Agreement, and (ii) the date that is forty (40) years after the Commencement Date (the "Term"), unless otherwise terminated in accordance with its terms.
3. This instrument does not alter, amend, modify or change the Agreement in any respect. It is executed by the parties solely for the purpose of recordation in the Public Records of **Shelby County, Alabama**, and it is the intent of the parties that it shall be so recorded and shall give notice of, and confirm the, Agreement and all of its terms to the same extent as if all the provisions of the Agreement were fully set forth herein, including, without limitation, that the obligations of Property Owner under the Agreement create a lien on the Property, constitute covenants running with the land constitute covenants running with the land and shall bind future successors-in-interest to title to the Property. All capitalized terms used in this Memorandum which are not defined herein shall have the meanings ascribed to them in the Agreement.
4. There may be amounts due and owing to Company, and prior to any deed transfer or conveyance, confirmation from Company on amounts due must be obtained by the title company or third party closing agent.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed as of the date first written above.

PROPERTY OWNER:

By : Ashley Derrell Thomas Sr
Name : Ashley Derrell Thomas Sr

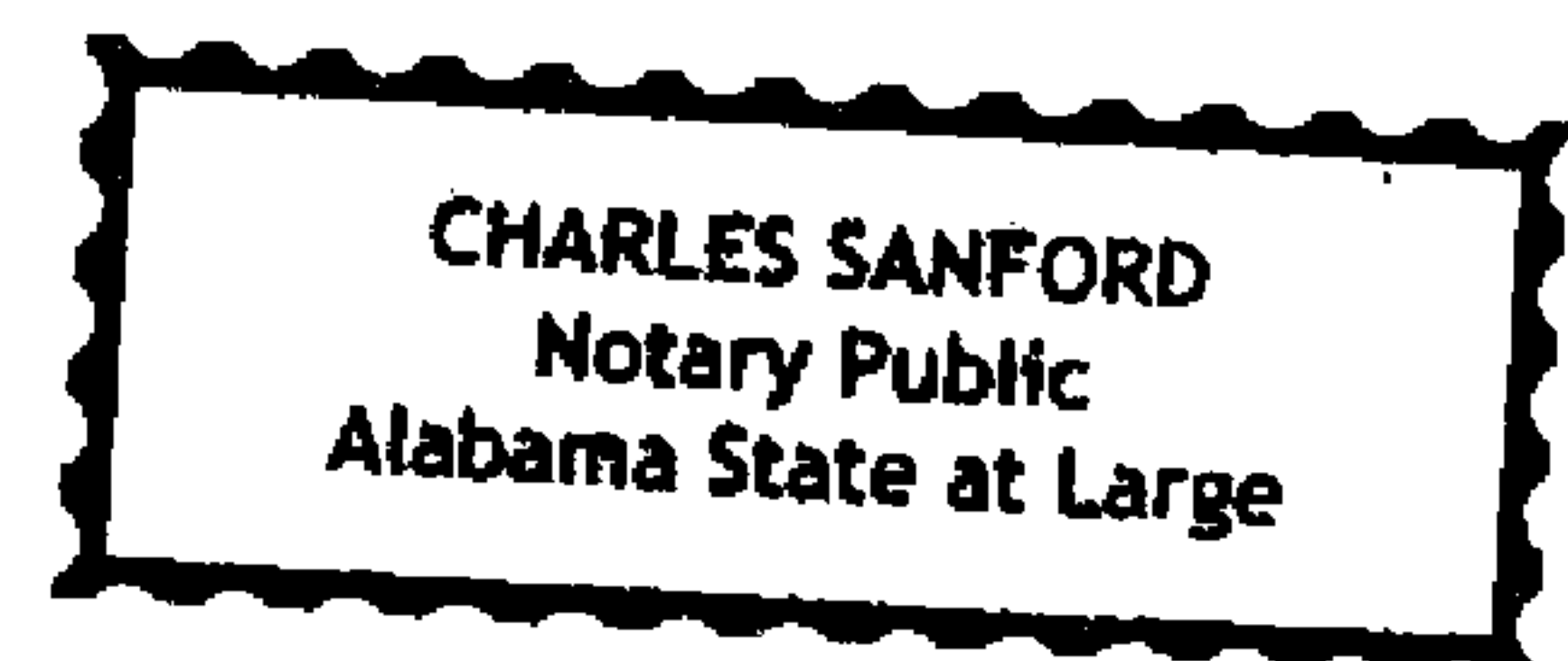
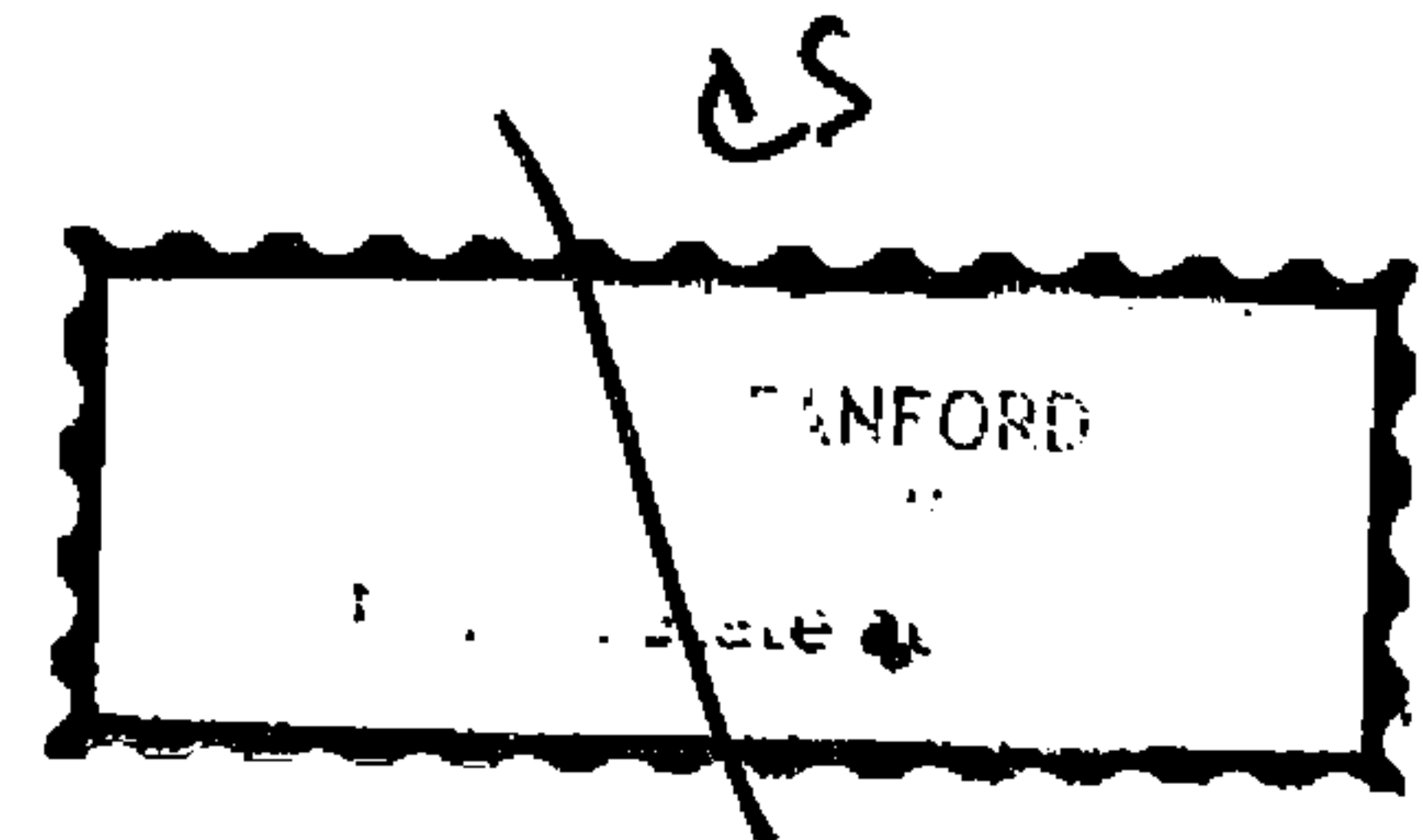
Date: July 25, 2022
THE STATE OF ALABAMA)

Shelby) ss:
COUNTY)

I, Charles Sanford, a Notary Public, hereby certify that Ashley Derrell Thomas Sr whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 25 day of July, A.D. 2022

[NOTARIAL SEAL]

Signature: Charles Sanford
Print Name: Charles Sanford
Notary Public, State of Alabama
Commission #: _____
My Commission Expires: 04-23-2025



MV REALTY of ALABAMA, LLC

By : *Marilyn Zuckerman*

Print Name: Marilyn Zuckerman

Print Title: Authorized Signatory

Date: 08/11/22

STATE OF FLORIDA

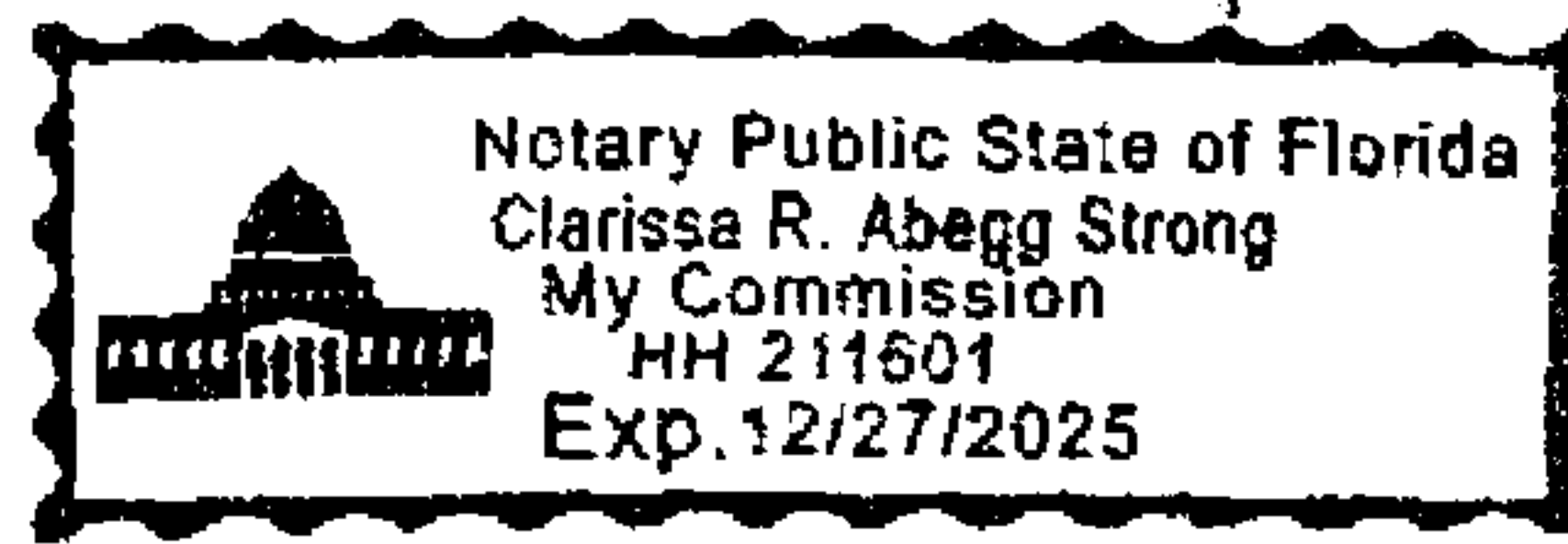
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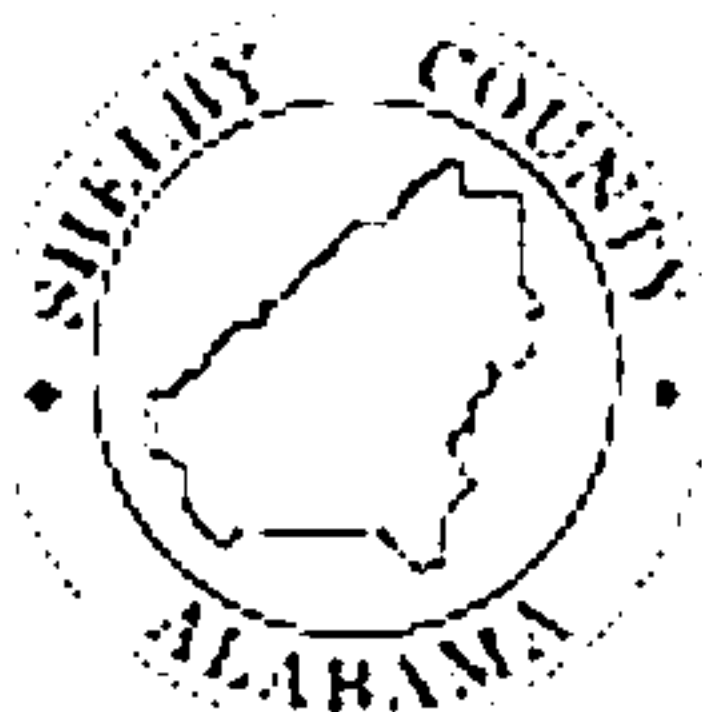
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of August, 2022, by Marilyn Zuckerman, as Authorized Signer of MV REALTY of ALABAMA, LLC, a ALABAMA limited liability company, on behalf of the Company, who is personally known to me or who has produced — as identification.

[NOTARIAL SEAL]



Signature: *Clarissa Strong*
Print Name: Clarissa Strong
Notary Public, State of Florida
Commission #: HH 211601
My Commission Expires: 12/27/25



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/11/2022 03:46:25 PM
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Alvin S. Bayl