

STATE OF ALABAMA

COLBERT COUNTY

7082

PROTECTIVE COVENANTS

409
104

WHEREAS, E. Stanley Brook and wife, Nell J. Brook; John D. Clement, Jr., a widower and unremarried; and Jerry W. Ford and wife, Judith B. Ford are the owners of all the property comprising lots 1 through 49, inclusive, in "JACKSON HEIGHTS ADDITION NUMBER 4". The plat of said subdivision having been filed for record in the Office of the Judge of Probate of Colbert County, Alabama, in Map Book B, Page 83A; and,

WHEREAS, the said owners desire to impose certain Protective Covenants against the use of said property for the use and benefit of themselves, their successors, heirs and assigns;

b.o.

NOW, THEREFORE, E. Stanley Brook and wife, Nell J. Brook; John D. Clement, Jr., a widower and unremarried; and Jerry W. Ford and wife, Judith B. Ford do hereby place and impose the following Protective Covenants against the said property, said Covenants to be binding on the said E. Stanley Brook and wife, Nell J. Brook; John D. Clement, Jr., a widower and unremarried; and Jerry W. Ford and wife, Judith B. Ford, their successors, heirs and assigns, to-wit:

1. If the owners, or any of them, of any lot or parcel in said subdivision, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein set out, it shall be lawful for any other person or persons owning any lots or parcels in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, either to prevent him or them from committing any violation or to recover damages or other dues from such violation. No failure or neglect on the part of any owner, of any lot or parcel of land in said subdivision to demand or insist upon the observance of any covenant or provision contained herein or to proceed for the restraint of violation thereof, shall be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereof; but any covenant herein may be enforced at any time, notwithstanding violations thereof may have been suffered and permitted theretofore; and, no waiver of any covenant herein in any particular shall be deemed a waiver of any default hereunder, whether of the same or of a different nature.
2. Invalidation of any one or more of the covenants herein by judgment or court order shall in no wise affect any of the other covenants herein, all of which shall remain in full force and effect.

3. All of these lots shall be used solely for private residential purposes only, and no commerce of any nature whatsoever, shall be carried on upon any of these lots. No apartments, duplexes, boarding houses, rooming houses, trailers or other moveable living quarters shall be permitted on any of these lots, and no temporary structures, tent, trailer or other moveable living quarters, basement, shack or other temporary living quarters of any nature whatever shall be occupied and resided in on any of these lots. Not more than one single family dwelling house shall be constructed on any of these lots.
4. No dwelling house shall be constructed on any lot closer than 30 feet to the front lot line and closer than 10 feet to any side lot line, exclusive of one-story open porches and stoops and other entrance ways, and in no event shall any dwelling house be constructed on any lot closer to a street line than the set-back line shown on the recorded plat. The rear line of the main body of any dwelling house shall not be closer than 40 feet to the rear lot line.
5. No dwelling house shall be constructed on any lot of less than 1100 square feet of enclosed first floor living area, and no dwelling house or apartment building shall be constructed of exposed concrete blocks, painted or unpainted, of stuccoed construction, or asbestos siding of any nature whatever; provided that concrete blocks can be used for footing and foundation not higher than the first floor level if the same are covered or plastered. No dwelling house constructed shall occupy more than 25% of any lot.
6. No structure separate from the main dwelling house shall be used or occupied for living purposes. No structure separate from the main dwelling house shall be constructed closer to the front line than the rear line of the main body of the dwelling house, and any such separate structure shall be not closer than 15 feet to any side lot line, provided that no such separate structure shall be closer to a street line than the set-back line shown on the recorded plat.
7. Off street parking must be provided with each dwelling house constructed for not less than one automobile.
8. No fence shall be erected closer to the front lot line than the front line of the main body of the dwelling house, and in no event shall any fence be erected closer to any lot than the building set-back line shown on the recorded plat. All fences shall be of substantial and ornamental construction.
9. The lot line of any lot or lots shall not be altered, changed or re-subdivided, so as to leave or provide a dwelling site of less than 12,000 square feet in area.
10. The easements shown on the recorded plat shall be for all utilities, and the authority installing such utilities shall have the right to clear the same of all trees and over-hanging limbs interfering with the same.
11. No livestock may be maintained upon any lot and no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. The "PROTECTIVE COVENANTS", herein shall run with the land and are binding on the owner, its successors and assigns, and each of the lots protected and restricted hereby shall be sold and shall be held by the purchasers thereof, their successors, heirs and assigns, subject to said "COVENANTS", and shall be binding on all persons claiming under them. Any of these Protective Covenants may be removed at any time by a vote of two-thirds (2/3) of the then owners of lots in said subdivision, each owner of a lot having one vote and such vote being signified by a sworn affidavit of such owners recorded in the Office of the Judge of Probate of Colbert County, Alabama. 407
106

IN WITNESS WHEREOF, E. Stanley Brook and wife, Nell J. Brook; John D. Clement, Jr., a widower and unremarried; and Jerry W. Ford and wife Judith B. Ford have hereunto set their hand and seal on this the 14th day of April, 1983.

E. Stanley Brook (SEAL)
E. Stanley Brook

Nell J. Brook (SEAL)
Nell J. Brook

John D. Clement, Jr. (SEAL)
John D. Clement, Jr.

Jerry W. Ford (SEAL)
Jerry W. Ford

Judith B. Ford (SEAL)
Judith B. Ford

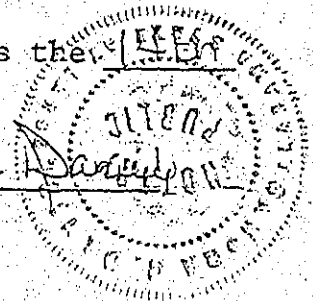
STATE OF ALABAMA

COLBERT COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that E. Stanley Brook and wife, Nell J. Brook; John D. Clement, a widower and unremarried; and Jerry W. Ford and wife Judith B. Ford, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14th day of April, 1983.

Sandra G. [Signature]
Notary Public



Deed Book 409
OFFICE OF ALA. COMPTROLLER
GENERAL INVESTIGATION
MAILED
1983 AUG 17 PM 12:05
RECORDED BOOK & PAGE NUMBER
DEED _____ MTG. TAX _____
D. [Signature]
OFFICE OF PROBATE

F#2620(6)

lots 1-49 JACK Hgts #4 B-6314

COLBERT COUNTY, ALABAMA

6516

MODIFICATION OF PROTECTIVE COVENANTS

This modification of protective covenants is executed by E. Stanley Brook and wife, Nell J. Brook, Jerry W. Ford and wife, Judith B. Ford, John D. Clement, Jr., an unmarried man, and The Colonial Bank of Northwest Alabama, VJB
OS

WITNESSETH:

RECITALS

E. Stanley Brook, Nell J. Brook, Jerry W. Ford, Judith B. Ford, and John D. Clement, Jr. imposed certain protective covenants on JACKSON HEIGHTS ADDITION NUMBER 4, a subdivision in Muscle Shoals, Colbert County, Alabama, known according to the plat thereof recorded in map book B, page 83A, in the Colbert County Probate Judge's office. The protective covenants were recorded in deed book 409, page 104, in said probate office.

The Brooks, the Fords, and Mr. Clement are the owners of two-thirds of the lots in Jackson Heights Addition 4, and they desire to modify the protective covenants described above.

The Colonial Bank of Northwest Alabama is the holder of a mortgage on a portion of Jackson Heights Addition Number 4, and executes this instrument to consent to the modification of said protective covenants.

MODIFICATION OF COVENANTS

In consideration of the foregoing, the undersigned E. Stanley Brook and wife, Nell J. Brook, Jerry W. Ford and wife, Judith B. Ford, and John D. Clement, Jr. do modify the protective covenants recorded in deed book 409, page 104, in the Colbert County Probate Office, and The Colonial Bank of Northwest Alabama does consent to the modification of said protective covenants. The protective covenants are modified by adding thereto the following sequentially numbered paragraph:

13. Whenever the owner of two contiguous lots, or portions thereof, constructs a dwelling house partly on both lots, the restriction against constructing a dwelling house closer than ten feet to any side lot line shall not apply to the side lot line which forms a common boundary between such lots.

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468

Except as modified by this instrument, the protective covenants described above shall remain in full force and effect.

DATED: 8-29-1985

Jerry W. Ford (L.S.)
JERRY W. FORD

E. Stanley Brook (L.S.)
E. STANLEY BROOK

Judith B. Ford (L.S.)
JUDITH B. FORD

Nell J. Brook (L.S.)
NELL J. BROOK

John D. Clement, Jr. (L.S.)
JOHN D. CLEMENT, JR.

THE COLONIAL BANK OF
NORTHWEST ALABAMA

BY: Roberta Howard
its senior vice president

STATE OF ALABAMA

COLBERT COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that E. Stanley Brook and wife, Nell J. Brook, and Jerry W. Ford and wife, Judith B. Ford, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 29th day of August, 1985.

Donald G. Darrin
NOTARY PUBLIC



668

STATE OF ALABAMA

COLBERT COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that John D. Clement, Jr., an unmarried man, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

423
669

Given under my hand and official seal, this the 29th day of August, 1985.

Dandra G. Daniel
NOTARY PUBLIC
My Commission Expires 5/29/89

STATE OF ALABAMA

COLBERT COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Rodney L. Howard, whose name as senior vice president of The Colonial Bank of Northwest Alabama, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he, as such officer and with full authority, executed the same voluntarily for and as the act of The Colonial Bank of Northwest Alabama.

Given under my hand and official seal, this the 29th day of August, 1985.

Dandra G. Daniel
NOTARY PUBLIC
My Commission Expires 5/29/89

Deed # 423
STATE OF ALA. DEEDS BY
CERTIFY THIS INSTRUMENT
WAS FILED IN
page 667-669
1985 AUG 29 AM 11:03

RECORDED IN BOOK & PAGE SHOWS
DEED _____ TAX _____

669

THIS INSTRUMENT PREPARED BY
MUNSEY & FORD, ATTORNEYS
P. O. DRAWER 409
TUSCUMBIA, ALABAMA 35674

86060311

COLBERT COUNTY, ALABAMA

4781

MODIFICATION OF PROTECTIVE COVENANTS

26.0.
This Modification of Protective Covenants is executed by E. STANLEY BROOK and wife, NELL J. BROOK, JERRY W. FORD and wife, JUDITH B. FORD, HAROLD T. ASHLOCK and wife, JEAN ASHLOCK, BURLON POUNDERS and wife, ANITA POUNDERS, PAUL L. COLLINS and wife, IRMA RUTH COLLINS, JERRY COLLINS and wife, GLENDA SUE COLLINS, and THE COLONIAL BANK OF NORTHWEST ALABAMA.

WITNESSETH:

RECITALS

E. Stanley Brook, Nell J. Brook, Jerry W. Ford, Judith B. Ford, and John D. Clement, Jr. imposed certain protective covenants on Jackson Heights Addition Number 4, a subdivision in Muscle Shoals, Colbert County, Alabama, known according to the plat thereof recorded in Map Book B, Page 83A, in the Colbert County Probate Judge's office. The protective covenants were recorded in Deed Book 409, Page 104, in said probate office.

E. Stanley Brook, Nell J. Brook, Jerry W. Ford, and Judith B. Ford own lots numbered 12 through 27, both inclusive, in Jackson Heights Addition Number 4. Harold T. Ashlock and wife, Jean Ashlock, own lots numbered 28 through 38, both inclusive, and lot 43 in Jackson Heights Addition Number 4. Burlon Pounders and wife, Anita Pounders own the north one-half of lot 8 and lot 9 in Jackson Heights Addition Number 4. Paul L. Collins and wife, Irma Ruth Collins, own lot numbered 42 in Jackson Heights Addition Number 4. Jerry Collins owns lots 39, 40 and 41 in Jackson Heights Number 4.

The Colonial Bank of Northwest Alabama is the holder of a mortgage on the lots in Jackson Heights Addition Number 4 that are owned by the Brooks and the Fords.

The Brooks, the Fords, the Ashlocks, the Pounders and the Collins together own 33 and one-half lots in Jackson Heights Addition Number 4, which number of lots constitutes two-thirds

86060311

of the lots in said subdivision. The Brooks, the Fords, the Ashlocks, the Pounders and the Collins desire to modify the protective covenants recorded in Deed Book 409, Page 104, in the manner hereinafter described, and The Colonial Bank of Northwest Alabama executes this instrument to consent to such modification.

86060312

MODIFICATION OF COVENANTS

In consideration of the foregoing the undersigned E. Stanley Brook and wife, Nell J. Brook, Jerry W. Ford and wife, Judith B. Ford, Harold T. Ashlock and wife, Jean Ashlock, Burlon Pounders and wife, Anita Pounders, Paul L. Collins and wife, Irma Ruth Collins, Jerry Collins and wife, Glenda Sue Collins, and The Colonial Bank of Northwest Alabama, do modify the protective covenants recorded in Deed Book 409, Page 104, in the Colbert County Probate Office, as follows:

A. With regard to Lots 7, 8, 9, 10, 11, 26, 41, and 42 in said subdivision the requirement of paragraph 4 of the Protective Covenants that no dwelling house be constructed closer to the street line of BrookFord Place than the set-back line running parallel to BrookFord Place is hereby removed, and with regard to said lots numbered 7, 8, 9, 10, 11, 26, 41, and 42 in said subdivision no dwelling house shall be constructed on any of said lots closer than 25 feet to the street line of BrookFord Place.

B. With regard to the north one-half of Lot 8, Lot 9, and Lots 12 through 43, both inclusive, in Jackson Heights Addition Number 4, protective covenant number 5 is hereby revoked, and the following protective covenant number 5 is substituted therefor:

No dwelling house shall be constructed that has less than 1500 square feet of enclosed living area. Any dwelling house with more than one story shall have no less than 1000 square feet of enclosed living area in the first story. No dwelling house shall be constructed of exposed concrete blocks, painted or unpainted, of stuccoed construction, or asbestos siding of any nature whatever; provided that concrete blocks can be used for footing and foundation not higher than the first floor level if the same are covered or plastered. No dwelling house constructed shall occupy more than 25% of any lot.

Except as herein modified or as previously modified by an instrument executed by two-thirds of the then owners of lots in subdivision, the protective covenants hereinabove described shall remain in full force and effect.

86060312

IN WITNESS WHEREOF, E. STANLEY BROOK and wife, NELL J. BROOK, JERRY W. FORD and wife, JUDITH B. FORD, HAROLD T. ASHLOCK and wife, JEAN ASHLOCK, BURLON POUNDERS and wife, ANITA POUNDERS, PAUL L. COLLINS and wife, IRMA RUTH COLLINS, JERRY COLLINS and wife, GLENDA SUE COLLINS, and THE COLONIAL BANK OF NORTHWEST ALABAMA have caused this instrument to be executed on this the 27th day of March, 1986. 86060313

E. Stanley Brook (L.S.)
E. STANLEY BROOK

Nell J. Brook (L.S.)
NELL J. BROOK

Jerry W. Ford (L.S.)
JERRY W. FORD

Judith B. Ford (L.S.)
JUDITH B. FORD

Harold T. Ashlock (L.S.)
HAROLD T. ASHLOCK

Jean Ashlock (L.S.)
JEAN ASHLOCK

Burlon Pounders (L.S.)
BURLON POUNDERS

Anita Pounders (L.S.)
ANITA POUNDERS

Paul L. Collins (L.S.)
PAUL L. COLLINS

Irma Ruth Collins (L.S.)
IRMA RUTH COLLINS

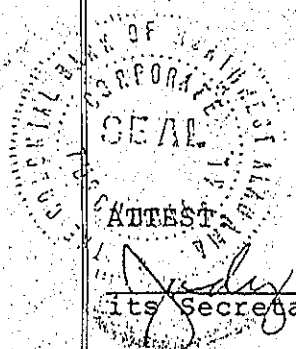
Jerry Collins (L.S.)
JERRY COLLINS

Glenda Sue Collins (L.S.)
GLENDA SUE COLLINS

THE COLONIAL BANK OF
NORTHWEST ALABAMA

BY:

Raymond Howard
its President



Judy Seaman
its Secretary

86060313

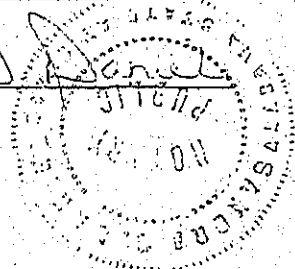
STATE OF ALABAMA *
COLBERT COUNTY *

86060314

I, Andrew H. Daniel, a Notary Public in and for said County, in said State, hereby certify that E. STANLEY BROOK and wife, NELL J. BROOK, and JERRY W. FORD and wife, JUDITH B. FORD, whose names are signed to the foregoing Modification of Protective Covenants, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Protective Covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 27th day of March, 1986.

Andrew H. Daniel
NOTARY PUBLIC



My Commission Expires:

6-3-89

STATE OF TEXAS *
FANNIN COUNTY *

I, Betty Lackey, a Notary Public in and for said County, in said State, hereby certify that HAROLD T. ASHLOCK and wife, JEAN ASHLOCK, whose names are signed to the foregoing Modification of Protective Covenants, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Protective Covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 31 day of March, 1986.

B. J. Lackey
NOTARY PUBLIC

My Commission Expires:

11-30-88

STATE OF ALABAMA *
COLBERT COUNTY *

I, D. Marcel Black, a Notary Public in and for said County, in said State, hereby certify that BURLON POUNDERS and wife, ANITA POUNDERS, whose names are signed to the

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foregoing Modification of Protective Covenants, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Protective Covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 7 day of April, 1986.

[Signature]
NOTARY PUBLIC
86060315
(Seal)

My Commission Expires:

5/15/86

STATE OF ALABAMA *
*
COLBERT COUNTY *

I, Robert B. Stone, a Notary Public in and for said County, in said State, hereby certify that PAUL L. COLLINS and wife, IRMA RUTH COLLINS, whose names are signed to the foregoing Modification of Protective Covenants, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Protective Covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 21 day of April, 1986.

[Signature]
NOTARY PUBLIC
[Seal]

My Commission Expires:

10-14-86

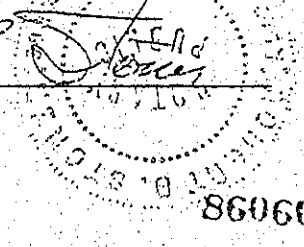
STATE OF ALABAMA *
*
COLBERT COUNTY *

I, Robert B. Stone, a Notary Public in and for said County, in said State, hereby certify that JERRY COLLINS and wife, GLENDA SUE COLLINS, whose names are signed to the foregoing Modification of Protective Covenants, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Protective

86060315

Covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 21 day of April, 1986.

Robert B. Jones
NOTARY PUBLIC


My Commission Expires:

10-14-86

STATE OF ALABAMA *
*
COLBERT COUNTY *

I, the undersigned Notary Public in and for said County, in said State, hereby certify that RODNEY HOWARD and JUDY SEAHORN, whose names as Sr.V. Pres. and Secretary, respectively, of THE COLONIAL BANK OF NORTHWEST ALABAMA, A STATE BANK, are signed to the foregoing Modification of Protective Covenants, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Protective Covenants, they, as such officers, and with full authority, executed the same voluntarily for, and as the act of said Corporation.

Given under my hand and seal, this the 23 day of April, 1986.

Donna Patrick
NOTARY PUBLIC
Notary Public, Alabama, State No. 19112
My Commission Expires July 19, 1987

My Commission Expires:

8606
STATE OF ALA. COMMISSION NO. 8606
I CERTIFY THIS INSTRUMENT
WAS FILED ON
Page 0311-0316
1986 APR 24 PM 4:28
RECORDED BOOK & PAGE SHOWING
DEED _____ MTG. TAX _____
Al. Notary Commission
STATE OF ALABAMA

86060316

3861

STATE OF ALABAMA

COLBERT COUNTY

MODIFICATION OF PROTECTIVE COVENANTS

Item 6 of the Protective Covenants of Jackson Heights Addition No. 4 [a subdivision in the City of Muscle Shoals, Colbert County, Alabama, known and designated according to the map and plat thereof recorded in Map Cabinet B, slide 83-A, in the office of the Judge of Probate of said county] requires any structure separate from the dwelling on a lot to be set back 15 feet from side lot lines (as recorded in Deed Book 409, pages 104-106 in said Probate Office). James B. Franklin and F. Gayle Palmer Franklin, husband and wife, own lot 10 in said subdivision and desire to erect a garage within 10 feet of the west [side] lot line of their lot, which conforms to the zoning regulations in force in said city, but violates aforesaid protective covenant as to the subdivision.

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2705 8e

And, Whereas, the undersigned parties own at least 33 lots in the subdivision, which is more than two-thirds as required by aforesaid protective covenants to modify such restrictions and desire to consent to this modification.

NOW, THEREFORE, F. Gayle Palmer Franklin and husband, James B. Franklin, E. Stanley Brook and wife, Nell J. Brook, Jerry W. Ford and wife, Judy B. Ford, Daniel J. Wenzl and Jodi N. Wenzl, Jimmy D. Moore and wife, Patricia Carolyn Moore, Michael J. Plaxco and wife, Susan A. Plaxco, Jesse O. Willingham and Joyce M. Willingham, Burlon Pounders and wife, Anita F. Pounders, Jerry L. Freeman and wife, Rhonda C. Freeman, Robert E. Mayo and wife, Felicia Mayo, Robert Clay Eckles and wife, Kay Campbell Eckles, Burlon Pounders and Brian K. Ashlock, Brian K. Ashlock, Sr. and wife, Tammy Anita Ashlock, Paul Collins and wife, Ruth Collins [aka Ima Ruth Collins], Terry A. Copley and wife, Marybeth L. Copley, James P. Black and wife, Margaret M. Black, Brad Gusmus and wife, Jackie Gusmus, Randy Agee and Rhonda Agee, husband and wife, do hereby modify the protective covenants as recorded in Deed Book 409, page 104, in the office of the Judge of Probate of Colbert County, Alabama, as to Jackson Heights

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Addition No. 4 to permit a garage to be built on lot 10 no closer than 10 feet to the west [side] lot line.

Except as herein or hereinbefore modified of record said covenants shall remain in full force and effect.

Executed this 28th day of March, 1988. SS040739

F. Gayle Palmer Franklin
F. Gayle Palmer Franklin

James B. Franklin
James B. Franklin

E. Stanley Brook
E. Stanley Brook

Nell J. Brook
Nell J. Brook

Jerry W. Ford
Jerry W. Ford

Judy B. Ford
Judy B. Ford

Daniel J. Wenzl
Daniel J. Wenzl

Jodi N. Wenzl
Jodi N. Wenzl

Jimmy D. Moore
Jimmy D. Moore

Patricia Carolyn Moore
Patricia Carolyn Moore

Michael J. Plaxco
Michael J. Plaxco

Susan A. Plaxco
Susan A. Plaxco

Jesse O. Willingham
Jesse O. Willingham

Joyce M. Willingham
Joyce M. Willingham

Burlon Ponders
Burlon Ponders

Anita P. Ponders
Anita P. Ponders

Jerry L. Freeman
Jerry L. Freeman

Rhonda C. Freeman
Rhonda C. Freeman

Robert D. Mayo
Robert D. Mayo

Felicia Mayo
Felicia Mayo

Robert Clay Eckles
Robert Clay Eckles

Kay Campbell Eckles
Kay Campbell Eckles

Burlon Ponder
Burlon Ponder

Brian K. Ashlock
Brian K. Ashlock

Brian K. Ashlock, Sr.
Brian K. Ashlock, Sr.

Tammy Anita Ashlock
Tammy Anita Ashlock

Paul Collins
Paul Collins

Ruth Collins
Ruth Collins

Terry A. Copley
Terry A. Copley

Marybeth L. Copley
Marybeth L. Copley

James P. Black
James P. Black

Margaret M. Black
Margaret M. Black

Brad Gusmus
Brad Gusmus

Jackie Gusmus
Jackie Gusmus

Randy Agee
Randy Agee

Rhonda Agee
Rhonda Agee

88040740

STATE OF ALABAMA
COLBERT COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that F. Gayle Palmer Franklin and husband, James B. Franklin, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10th day of March, 1988

Leo H. Judd, Sr.
Notary Public
11/8/88



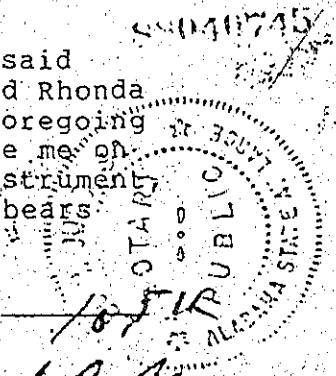
88040740

STATE OF ALABAMA
COLBERT COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Randy Agee and Rhonda Agee, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10th day of Nov, 1988.

Leo H. Judd, Jr.
Notary Public
11/5/88



1988 MAR 23 AM 10:30
5729-8860
7086
STATE OF ALABAMA
NOTARY PUBLIC