

STATE OF ALABAMA)
SHELBY COUNTY)

20

A G R E E M E N T

THIS AGREEMENT made and entered into by and between E. E. RAUGHLEY, an individual residing in Jefferson County, Alabama ("Raughley"), and JAMES L. PERRIN d/b/a Perrin's Arco Service Station, an individual ("Perrin");

W I T N E S S E T H:

WHEREAS, Raughley's daughter, Claudia L. Raughley, has heretofore entered into a real estate purchase contract pursuant to which certain real estate owned by Oak Park Development Corporation and located in the SE 1/4 of the SE 1/4 of Section 21, Township 18 South, Range 1 West, Shelby County, Alabama (hereinafter called "said real estate"), is to be sold to Claudia L. Raughley on or before September 30, 1976. A copy of said real estate purchase contract is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, subsequent to August 11, 1976, the date of the said real estate purchase contract, it has been agreed by the parties thereto that the purchaser thereunder will be Raughley rather than his daughter; and

WHEREAS, a survey of said real estate by Louis H. Weygand, Registered Engineer, has revealed that two structures, a driveway, three signs and other appurtenances

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Shelby Cnty Judge of Probate, AL
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Shelby Cnty Judge of Probate, AL
08/11/1976 12:00:00 AM FILED/CERT

belonging to Perrin unlawfully occupy a portion of said real estate; and

WHEREAS, all the parties hereto are desirous of reaching an amicable agreement with respect to Perrin's encroachment referred to hereinabove.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in hand paid by each of the parties to the other, and the mutual promises and covenants herein contained, the receipt and adequacy of such consideration being hereby acknowledged, it is agreed as follows:

1. It is anticipated that the real estate transaction contemplated in the real estate sales contract attached hereto as Exhibit A shall be closed and consummated on Monday, September 27, 1976, at the offices of Messrs. Harrison & Conwill, Attorneys at Law. At said closing, Raughley shall receive from Oak Park Development Corporation a warranty deed conveying to him said real estate. Raughley agrees to convey to Perrin thereafter by quitclaim deed a portion of said real estate which is located in the northwest corner of said property, said parcel to start at the northwest corner of said property and run in an easterly direction along the south right-of-way line of Highway 280 a distance of 3-1/2 feet, thence, south along the line parallel in the western boundary of said property, a distance of 150 feet, thence, west along the line paralleling the south right-of-way line of Highway 280, a distance 3-1/2 feet, thence, north along the western boundary of said property to the point of beginning.


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2. It is expressly agreed and understood between the parties that Raughley's obligations hereunder as contained in paragraph 1 hereof are expressly conditioned upon Raughley's obtaining title to said real estate so as to be able to quitclaim a portion thereof to Perrin.

3. In consideration of the conveyance as aforesaid, Perrin agrees, upon ninety (90) days written demand to do so, to remove all improvements and appurtenances of whatever nature, whether permanent or temporary, belonging to him, which lie east of the property line established by said quitclaim deed, and which unlawfully occupy a portion of said real estate.

4. Perrin agrees to indemnify and hold harmless Raughley and his successors, assigns, agents, representatives and employees, and any and all of them, from any and all loss, damages, causes of action, claims, demands, judgments and liability of any kind or nature, including all attorney's fees, costs and other expenses incurred by Raughley, his successors, assigns, agents, representatives and employees in connection therewith, arising out of, sustained in connection with or resulting from in any way and to any extent (a) this agreement, (b) the conveyance by quitclaim deed of a portion of said real estate by Raughley to Perrin in accordance with this agreement, (c) any and all property of Perrin located on the real estate to be conveyed to Raughley under Exhibit A, and (d) the removal of said property in accordance with paragraph 3 hereof.

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Shelby Cnty Judge of Probate, AL
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5. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals to this agreement, this the 27 day of September, 1976.

E. E. Raughley
E. E. RAUGHLEY
James L. Ferrin
JAMES L. FERRIN

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Joe A. Seabolt Jr, a Notary Public in and for said county in said state, hereby certify that E. E. Raughley, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of such Agreement, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this 27 day of September, 1976.

Joe A. Seabolt Jr
Notary Public

[NOTARIAL SEAL]

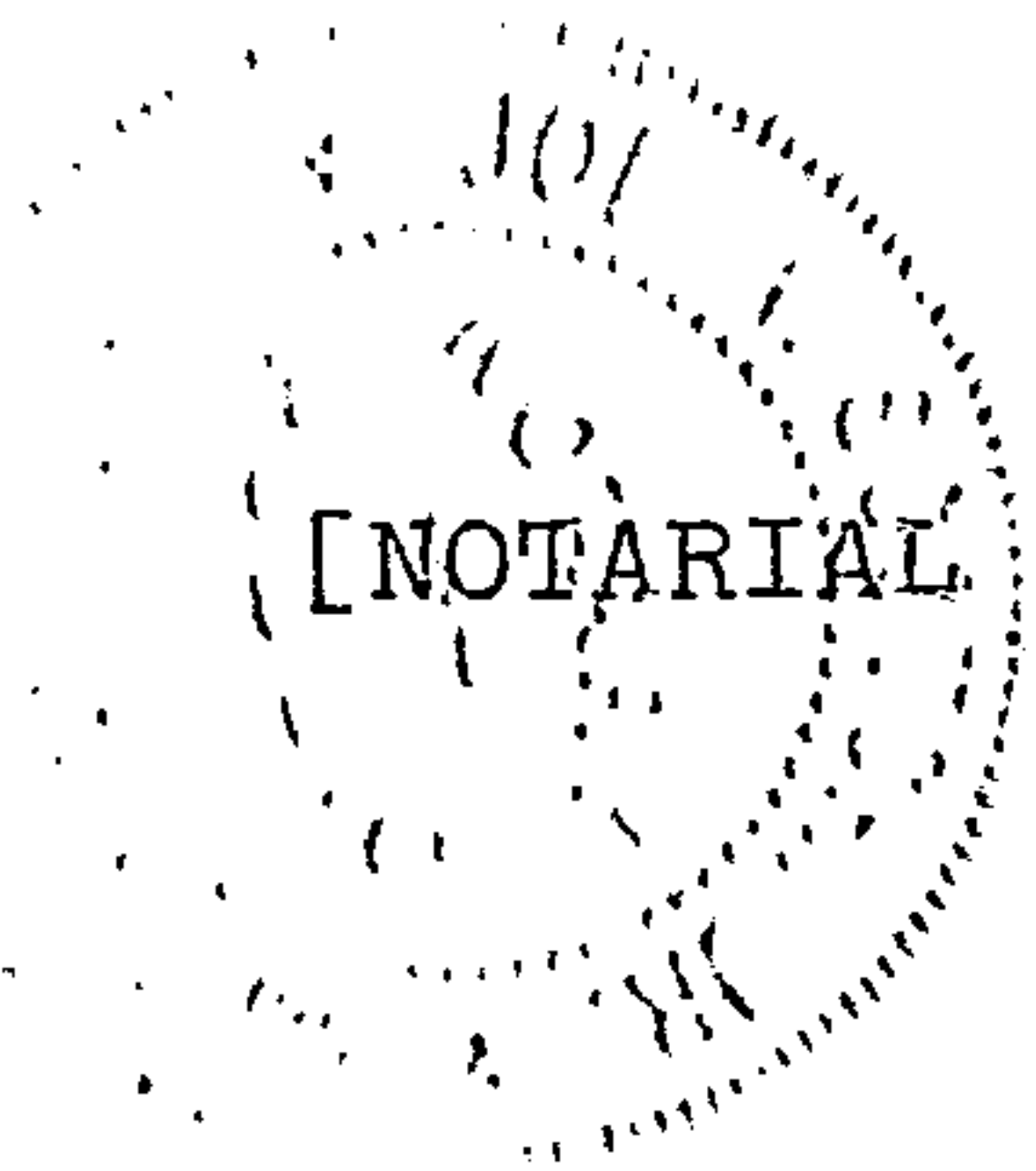
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STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, Joe A. Scott Jr., a Notary Public in and for said county in said state, hereby certify that James L. Perrin, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of such Agreement, he executed the same voluntarily on the day the same bears date.

this 27 GIVEN under my hand and official seal of office, day of September, 1976.

Joe A. Scott Jr.
Notary Public



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GENERAL CONTRACT
LAND TITLE COMPANY OF ALABAMA

PHONE 251-2871

Approved by
Birmingham Board of Realtors
JUNE 19, 1974

112 NORTH 21st STREET
BIRMINGHAM, ALABAMA

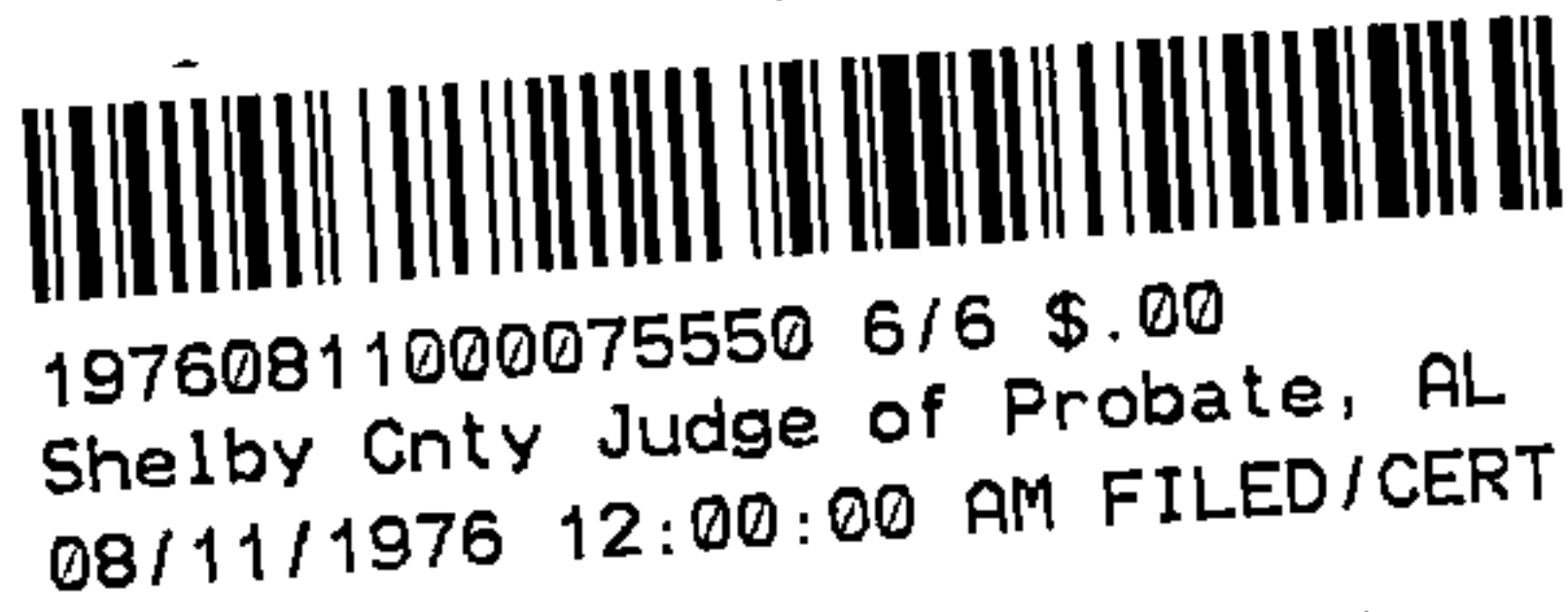
Birmingham, Alabama AUGUST 11, 1976

The Undersigned Purchaser(s) The Undersigned hereby agrees to purchase and
The Undersigned Seller(s) The Undersigned hereby agrees to sell
the following described real estate, improvements, chubbry, plantings, fixtures, and appurtenances, situated in Shelby County,
Alabama, on the terms stated below:

A part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Tp 18S, Range 1 West, described as
beginning at a point 120 feet East of the SW corner of said section and run

Legal Description: Lot _____ Block _____ Sector _____ Survey _____
thence East 120 feet; thence north and parallel with the West line of said
section to the south right-of-way line of the Florida Short Route Highway; thence
east along said right-of-way line to a point 320 feet East of the West line of
said section, thence South and parallel with the West line of said section

The Purchase Price shall be \$ 42,000.00 payable as follows: (see reverse side)
Earnest Money, receipt of which is hereby acknowledged by the agent _____ \$ 4,000.00
Cash on closing this sale _____ \$ 38,000.00
41,000.00



1976 OCT - 1 PM 2:43
JUDGE OF PROBATE
CERTIFY THIS INSTRUMENT WAS FILED
STATE OF ALA. SHELBY CO.

The undersigned seller agrees to furnish the purchaser a standard form title insurance policy issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring purchaser against loss on account of any defect or encumbrance in the title, unless herein excepted, otherwise, the earnest money shall be refunded. In the event both owner's and mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between the seller and the purchaser.

Said property is sold and is to be conveyed subject to any mineral and mining rights not owned by the undersigned Seller and also zoning ordinances pertaining to said property.

The taxes, insurance and accrued interest on the mortgages, if any, are to be prorated between the Seller and the Purchaser as of the date of delivery of the deed, and any existing advance escrow deposits shall be credited to the Seller. The Seller will keep in force sufficient fire, extended coverage, and vandalism insurance on the property, to protect all interests until this sale is closed and the deed delivered.

The sale shall be closed and the deed delivered on or before 60 days from date, except that the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to said property. Possession is to be given on delivery of deed, if the property is then vacant; otherwise possession shall be delivered _____ days after delivery of the deed. The Seller hereby authorizes SCOTCH REAL ESTATE & INS. CO., INC. to hold earnest money in trust for the Seller pending the fulfillment of this contract.

In the event the Purchaser fails to carry out and perform the terms of this agreement the earnest money, as shown herein shall be forfeited as liquidated damages at the option of the Seller, provided that the Seller agrees to the cancellation of this contract, and said earnest money so forfeited shall be divided equally between the Seller and his Agent.

THE COMMISSION PAYABLE TO THE AGENT IN THIS SALE IS NOT SET BY THE BIRMINGHAM BOARD OF REALTORS, BUT IS NEGOTIABLE BETWEEN THE SELLER AND THE AGENT, and in this contract, the seller agrees to pay _____ SCOTCH REAL ESTATE & INS. CO., INC. as their agents, a sales commission in the amount of, \$4,200.00 (10% of sales price) of negotiating this sale.

The Seller agrees to convey said property to the Purchaser by _____ warranty deed free of all encumbrances, except as hereinabove set out and Seller agrees that any encumbrances not herein excepted or assumed may be cleared at time of closing from sales proceeds.

Unless excepted herein, Seller warrants that he has not received any notification from any governmental agency of any pending public improvements, or requiring any repairs, replacements, alterations to said premises that have not been satisfactorily made.

This contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and of no force and effect, and all warranties herein made shall survive the delivery of the above deed.

[Signature]
Witness to Purchaser's Signature:

[Signature] (SEAL)
Purchaser

Witness to Seller's Signature

Purchaser (SEAL)
[Signature] (SEAL)
Seller

Seller (SEAL)

Seller (SEAL)

Seller (SEAL)

Seller (SEAL)

Receipt is hereby acknowledged of the earnest money CASH CHECK as herein above set forth.

(Name of filer)