

Approved by
Birmingham Board of Realtors
JUNE 19, 1974

112 NORTH 21st STREET
BIRMINGHAM, ALABAMA

7893

Birmingham, Alabama FEBRUARY 9, 1976

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

Address HIGHWAY 17, MAYLENE, ALABAMA

Legal Description: Lot _____ Block _____ Sector _____ Survey _____
 Approx. 42 acres more or less (see exhibit "A") Said 42 acres as outlined
in the soil & conservation report as acceptable for subdivision development
& adequate percolation.

The Purchase Price shall be \$ 92,400.00, payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the agent _____ \$ 5,000.00

Cash on closing this sale _____ \$87,400.00

Cash on closing this sale. \$87,400.00
 -Subject to Purchaser being approved and obtaining an acceptable land develop-
 ment loan.

- Subject to purchaser being approved for a residential subdivision (with a lot yeild of no less than 1.5 lots per acre and approval by the Health Dept., State of Alabama, Shelby Co. Commission and all other necessary govermental agencies. - Purchaser to pay the closing costs of engineering, surveys, maps,

-Sellers agree to give access from Hwy 17 to the said 42 acres at no expense to the Purchasers other than the cost of improvements, said access (cont. on

-Purchasers agree to lay out said subdivision in order to give access to back the remaining 10 acres (more or less) which will enhance the sale of estate lots. Subject to availability of all utilities including water

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.

deed delivered.

The sale shall be closed and the deed delivered on or before 180 Days, 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 Chambers Realty 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 ~~NONE OF THE EARNST MONEY SHALL BE FORFEITED AS LIQUIDATED DAMAGES~~

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_____

Chambers Realty Company, Inc. as their agents, a sales commission in the
 amount of 10% of Sales Price for negotiating this sale. Subject to easements and restrictions of record

The Seller agrees to convey said property to the Purchaser by General 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.

The parties hereto agree to equally divide cost of fee of attorney closing this sale.

Witness to Purchaser's Signature:

Purchaser

Purchaser

Witness to Seller's Signature

Selleř

Seller

Seller

Seller

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

(Name of firm)

By Chambers Realty Co., Inc. the condition or workmanship of the said dwelling set forth herein or any of the appliances or equipment contained therein. BA-2-70

By Chambers Realty Co., Inc. the condition or workmanship of the said dwelling set forth herein or any of the appliances or equipment contained therein. BA-2-70

to consist of an easement ⁶⁰ 27 feet in width running along and parallel with the South boundary line of the approximately 39 acres of land retained by the Sellers and lying on the West side of the above said 42 acres.

All existing agency contracts between the Sellers and Chambers Realty Co., Inc. are merged with this Agreement and cancelled and rescinded upon the execution hereof.

D.M.W.
S.C. Gil



19760819000079520 2/3 \$.00
Shelby Cnty Judge of Probate, AL
08/19/1976 12:00:00 AM FILED/CERT



19760819000079520 3/3 \$.00
Shelby Cnty Judge of Probate, AL
08/19/1976 12:00:00 AM FILED/CERT

EXHIBIT "A"

The East 42 1/2 acres of the following:

Begin at the SE corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 9, Township 21 South, Range 3 West, for the point of beginning; thence run South along the East line of said NE $\frac{1}{4}$ of NE $\frac{1}{4}$ a distance of 364.25 feet, turn right an angle of 90° 10' 30" a distance of 4403.79 feet; turn right an angle of 73° 00' a distance of 214.40 feet, turn right an angle of 22° 00' a distance of 250.50 feet, turn right an angle of 17° 30' a distance of 262.30 feet, turn right an angle of 08° 30' a distance of 229.70 feet, turn right an angle of 08° 00' a distance of 91.43 feet, turn right an angle of 51° 00' 30" a distance of 3052.00 feet, turn left an angle of 74° 00' a distance of 89.7 feet, turn right an angle of 106° 09' a distance of 1288.49 feet to point of beginning; except that part lying in right-of-way of road; being in the N $\frac{1}{2}$ of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, more or less.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1976 AUG 19 PM 3:28

Conrad M. Boudin
JUDGE OF PROBATE

16 PAGE 506 91

BOOK