

The Undersigned Purchaser(s) Jesse E. Jowers & Donald R. Murphy or assigns hereby agrees to purchase and
The Undersigned Seller(s) _____ hereby agrees to sell
the following described Real Estate, together with all improvements, shrubbery, plantings, fixtures, and appurtenances, situated in Shelby
County, Alabama, on the terms stated below:

5 acres more or less situated in the SW corner of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec 36
T 20 S R 3 W. See attached plat.. Legal description as per attached deed.

The Purchase Price shall be \$ 4,000.00, payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the agent _____	\$ 500.00
Cash on closing this sale _____	\$ 3,500.00
	<u>4,000.00</u>

Earnest money to apply to purchase price.
Subject to easements, restrictions, and conditions of record.
Purchaser's agree to pay for survey. Final purchase price to be determined according to survey at the rate of \$800 per acre.
Subject to present dirt road to subject property being verified to be a ~~anc~~ public road for ingress and egress to subject property.
Closing attorney to be Jim Odom of Odom, May & DeBuys. Purchaser to pay sale closing attorney fee.
Seller understands that purchasers are licenced real estate salesmen acting as principal for his own account.

Any additional provisions set forth on the reverse side hereof, initialed by all parties, are hereby made a part of this contract.

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 subject to present zoning classification _____, and not being located in a flood plain.

The taxes, insurance and accrued interest on the mortgages, if any, are to be prorated between the Seller and 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 hazard 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, 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: -0- days after the deed. The Seller hereby

authorizes Chambers
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 AREA BOARD OF REALTORS, INC., BUT IS NEGOTIABLE BETWEEN THE SELLER AND THE AGENT, and in this contract, the seller agrees to pay Chambers

and First Real Estate _____ as their agents, a sales commission in the amount, 10% split 50-50 for negotiating this sale.

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 and purchaser agree 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, which warranty shall survive the delivery of the above deed.

It shall be the responsibility of the purchaser to satisfy himself at purchasers expense, that any warranties or repairs called for in this contract are complied with prior to closing. The agent makes no representation or warranty of any kind as to the condition of the workmanship in the dwelling and improvements subject of this contract.

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

Jan Robinson
Witness to Purchaser's Signature:

Donald R. Murphy
Purchaser (SEAL)

Jan Robinson

Jesse E. Jowers
Purchaser (SEAL)

Maria Turch

Peartie Shaeley
Seller (SEAL)

Joyce Hope Warren

Seller (SEAL)

Seller (SEAL)

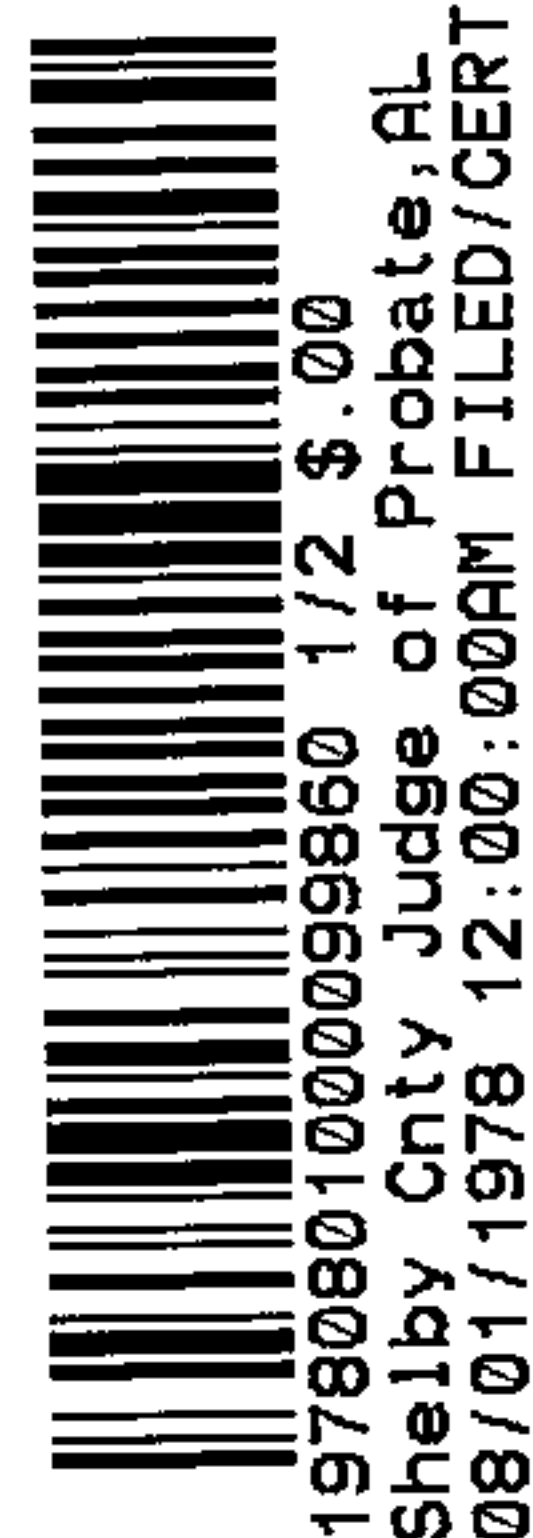
Seller (SEAL)

Seller (SEAL)

Receipt is hereby acknowledge of the earnest money ☐ CASH

By Jan Robinson

☒ CHECK as herein above set forth



BOOK . 313 PAGE 961

First Real Estate
P.O. Box - 9 - Pelham 35124

ADDENDUM TO SALES AGREEMENT

In reference to Agreement of Sale between Donald R. Murphy
and Jesse E. Lowers,
the Purchaser, and Pearlie Shirley

the Seller, dated May 15 1978, covering the real property commonly known
as 5 acres more or less situated in the SW
corner of SW 1/4 of Sec. 36 T 20 S R 3 W.

the undersigned Purchaser and Seller hereby agree:

to extend the period for the closing of the sale until midnight of 19

the undersigned Purchaser and Seller hereby agree to the following:

That the seller shall have sufficient time
to perfect Title and purchaser's attorney to
give approval and purchaser will have
sufficient time to get survey. Not to
exceed 60 days. Contract expires Sept. 15, 1978

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

INSTRUMENT WAS FILED

1978 AUG -1 AM 9:19

JUDGE OF PROBATE

.50

3.00

1.00

4.50

All other terms and conditions of said Agreement of Sale shall remain the same.

The herein agreement upon its execution by both parties is herewith made an integral
part of the aforementioned Agreement of Sale.

Dated 7/14/78

Jesse E. Lowers, Purchaser

Donald R. Murphy, Purchaser

Witness: Janet A. Rabinette

Dated 7/17/78

Pearlie Shirley, Seller

Pearlie Shirley, Seller

Witness: Joyce Hope Warr

19780801000099860 2/2 \$.00
Shelby Cnty Judge of Probate, AL
08/01/1978 12:00:00AM FILED/CERT