



Jefferson Land Title Company, Inc.

128-5020
128-5020
128-5020
128-5020Mississippi Valley Title Insurance Company
Columbiana
BIRMINGHAM April 1, 1981

REAL ESTATE SALES CONTRACT

1-1-18 Rev. 11-77

102

The Undersigned Purchaser(s) Donald L. Davis and Thelma P. Davis hereby agrees to purchase and
 The Undersigned Seller(s) Jerome Partridge and Veronica Partridge 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:

Refer to attached Exhibit "A" for legal description.

Purchasers shall also have an option to purchase an additional one (1) acre at \$2,500.00.

exclusive of the option

The Purchase Price shall be \$ 52,868.61

payable as follows

Earnest Money, receipt of which is hereby acknowledged by the ~~sellers~~ \$ 4,500.00
 Cash on closing this sale \$ 6,000.00

Purchasers are to pay-off on closing the unpaid balance on mortgage executed by Sellers to City Bank of Childersburg, and are to pay the monthly mortgage payments of \$497.53 to the sellers commencing with the first (1st) payment due after April 1, 1981. The unpaid balance as of April 1, 1981, is \$42,368.61.

Purchasers shall pay for title insurance, attorney's fees, and recording costs.

It is understood and agreed that Thelma P. Davis is the real estate agent handling this sale, and that the sales price is an adequate and fair price, and that Sellers were not forced or coerced by Purchasers to execute this contract.

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.

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 being located in a flood plain.

The taxes, insurance and hazard insurance 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 April 1, 1983, 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 the deed. The Seller hereby authorizes

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 hereon 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 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.

Witness to Purchaser's Signature.

Purchaser Donald L. Davis

SEAL

Witness to Seller's Signature

Seller Thelma P. Davis

SEAL

Seller Jerome Partridge

SEAL

Seller Veronica Partridge

SEAL

19810402000036160 1/2 \$.00
Shelby Cnty Judge of Probate, AL
04/02/1981 12:00:00 AM FILED/CERT

Receipt is hereby acknowledged of the earnest money CASH

Seller CHECK as herein above set forth

SEAL

By

EXHIBIT "A"

A part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 20 South, Range 2 East, Shelby County, Alabama, containing 3.0 acres and being marked on the corners as shown on the plat, more particularly described as follows:

Commence at the Northwest corner of the Southeast Quarter of Section 3, Township 20 South, Range 2 East, Shelby County, Alabama, thence Southerly along the West line of said $\frac{1}{4}$ 563.25 feet to the point of beginning of the property being described; thence continue along last described course 192.57 feet to a point; thence 90 degrees 49 minutes left 681.02 feet to a point; thence 89 degrees 27 minutes left 192.57 feet to a point; thence 90 degrees 33 minutes left 680.12 feet to the point of beginning and including the following description for an access easement for ingress and egress to the property:

Commence at the Southeast corner of tract described above; thence 90 degrees 33 minutes left from the East line of said tract 30.0 feet to a point; thence 89 degrees 27 minutes left 449.33 feet to a point; thence 89 degrees 27 minutes right 628.50 feet to the line of a paved County Road; thence 89 degrees 27 minutes left 60.0 feet to a point; thence 90 degrees 33 minutes left 658.50 feet to a point; thence 89 degrees 27 minutes left 509.33 feet to the point of beginning of the just described easement, LESS AND EXCEPT any portion of the just described description that overlaps the right-of-way of the said County road.

Situated in Shelby County, Alabama.



19810402000036160 2/2 \$0.00
Shelby Cnty Judge of Probate, AL
04/02/1981 12:00:00 AM FILED/CERT

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BOOK

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

1981 APR -2 AM 10:52

Thomas A. Shandor, Jr.
JUDGE OF PROBATE
Rec. 3-00
Ind. 1.00
4.00