Form approved by
Birmingham Area Board of Realtors, Inc., July 1977

REAL ESTATE SALES CONTRACT

1-1-18 Rev. 11-77

1040

Thi[redacted] Furnished by

Jefferson Land Title Services Co., Inc.
316 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

Birmingham February 27, 19 81

The Undersigned Purchaser(s) Charles H. Stanley & wife, Jewell R. Stanley hereby agrees to purchase and
The Undersigned Seller(s) Thomas M. Lester & father, William J. Lester 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:

Route 1, Shelby County Road 47 S, Columbiana, Alabama 35051

One (1) acre in the SW¼ of the SW¼ of Section 2, Township 20 South, Range 1 West. Legal description hereby attached as Exhibit "B". Subject To Easements, Restrictions and Rights Of Way Of Record.

The Purchase Price shall be $ 1.00 and other consideration ~~payable as follows~~ hereby acknowledged by Sellers
~~Earnest Money receipt is hereby acknowledged by the agent~~ $
Cash on closing this sale $ None

It is understood and agreed between the Sellers and the Purchasers that in consideration of $1.00 and the consideration of the acceptance of the low cash equity on sale closed on February 27, 1981, between Sellers, Charles H. Stanley & wife, Jewell R. Stanley, to Purchasers, Thomas M. Lester & father, William J. Lester, on 11 acres M/L located on Hwy 47 S in Shelby Co.(Legal description attached as Exhibit "A") that one (1) acre being a part of the said 11 acres (Legal description & map attached as Exhibit "B") will be released from the mortgage recorded on Mtg. Book 407, Page 867, Shelby County, Alabama. Mortgagee is Hortense L. Jones. This one(1) acre tract of land as shown on Exhibit "B" to be deeded by Thomas M. Lester & father, William J. Lester, as grantors to Charles H. Stanley & wife, Jewell R. Stanley, as grantees. Mr. and Mrs. Stanley will order up survey on said 1 acre tract & pay for same. Any & all costs for this transaction including deed costs & recording fees to be paid by Mr. & Mrs. Stanley with no costs to be paid by Mr.(s) Lester or mortgagee.

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 or damage of any defect or encumbrance in the title, unless herein excepted, or assumed. The earnest money shall be returned if the examination of said mortgagee's title policies are unfavorable, or in the event of failure of procuring the two policies with bonds, jointly 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 No zoning Shelby Co., and not being located in a flood plain.

~~The ad valorem taxes and rents for the current year shall be prorated between the Seller and Purchaser as of the date of closing. Insurance premiums, if any, on assumed policies, shall be credited to Seller. The Seller will keep in force sufficient hazard insurance on the property to protect the interest until the sale is closed and the deed delivered.~~

The sale shall be closed and the deed delivered ~~on or before~~ after 8/15/81 & not later than 10/15/81, 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,
~~The property is rented as follows and shall be delivered:~~ _____ ~~days after the date of this Sale Contract~~
~~unless~~ Trees are not to be removed from this said one (1) acre tract of land and trees ~~shall be at no expense to the Seller pending the closing of this sale.~~ and soil are not to be disturbed by Sellers.

~~In the event the Purchaser fails to carry out and perform his agreement herein contained, as shown herein, he shall be liable for liquidated damages at the option of the Seller, provided the Seller agrees to the cancellation of the 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 FIXED BY THE BIRMINGHAM AREA BOARD OF REALTORS, INC., BUT IS NEGOTIABLE BETWEEN THE SELLER AND THE AGENT. Seller agrees to pay their agent a sales commission of _____ for conducting 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 ~~in the manner provided.~~

~~Unless accepted in writing by Seller within _____ days, this contract shall be null and void. Seller represents that there are no pending public improvements affecting said premises that have not been completed or ordered made, which will be a lien against said premises after the date of closing.~~

~~It is understood and agreed that the purchaser hereby waives the requirements of any Termite Inspection Report called for in this contract. Seller makes no representations or warranties of any kind as to the condition of the premises, except as herein specifically stated. The agents make no representations or warranties of any kind as to the condition of the premises and improvements, except as herein specifically stated.~~

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 Charles H. Stanley (SEAL)
Purchaser Jewell R. Stanley (SEAL)
Witness to Seller's Signature Seller Thomas M. Lester (SEAL)
Seller William J. Lester (SEAL)
Seller (SEAL)
Seller (SEAL)

Rec. 150
Ind. 100
250

1981 MAY 29

$1.00 and other consideration
Receipt is hereby acknowledge of the ~~earnest money~~ X CASH ☐ CHECK as herein above set forth
Thomas M. Lester & father, William J. Lester
By _____
Rt. 1 Box 75
Shelby Ala. 35143

19810529000060250 1/1 $.00
Shelby Cnty Judge of Probate, AL
05/29/1981 12:00:00 AM FILED/CERT

Form Ala 45