

Birmingham Oct 15, 19 82

The Undersigned Purchaser(s) Billy Graham Jr. and Joanne F. Graham hereby agrees to purchase and
 The Undersigned Seller(s) Carol P. Ellison, Dennis L. Reynolds, and Alleen E. Williams hereby agrees to sell
 the following described Real Estate, together with all improvements, shrubbery, plantings, fixtures, and appurtenances, situated in St. Clair
 County, Alabama, on the terms stated below:

Clara V. V. 57 acres more or less
in Ellison farm as determined by survey

The Purchase Price shall be \$ 8 700 per acre payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the agent \$ 1.00 (one dollar)
 Cash on closing this sale \$ 39,900 more or less

as determined by exact acreage to be determined by survey. Said sum
shall be paid by sellers at 10% simple interest annually. Purchaser
shall pay note to sellers upon closing. said note being payable in full on
March 15 1982

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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 A-1 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 11/1, 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: 11/1 days after the deed. The Seller hereby authorizes 11/1 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 11/1

11/1 as their agents, a sales commission in the amount, 11/1 for negotiating this sale.

The Seller agrees to convey said property to the Purchaser by Carol P. Ellison 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.

Witness to Purchaser's Signature:

11/1

Purchaser

(SEAL)

Purchaser

(SEAL)

Witness to Seller's Signature:

11/1

Seller

(SEAL)

Seller

(SEAL)

Seller

(SEAL)

Seller

(SEAL)

Receipt is hereby acknowledge of the earnest money ☐ CASH

☐ CHECK as herein above set forth

Shade Norton

1. The Seller agrees to furnish proof of a standing title
insured by a company qualified to insure
titles in Alabama.

2. Seller and Purchaser agree to split all closing costs
50-50.

3. Conveyance shall be in fee simple

57
49
1000

57
49
1000

EXHIBIT "A"

The SW 1/4 of the SW 1/4 of Section 12, Township 24 North, Range 13 East and all that part of the West 1/2-SE 1/4 of SW 1/4 of Section 12, Township 24 North, Range 13 East, Shelby County, Alabama, West of the Interstate 65 right-of-way. ALSO a tract of land in the Northeast corner of the SE 1/4 of the SE 1/4 of Section 11, Township 24 North, Range 13 East, Shelby County, Alabama, being more particularly described in two parcels as follows:

PARCEL A: Begin at the Northeast corner of the SE 1/4 of the SE 1/4 of Section 11, Township 24 North, Range 13 East, Shelby County, Alabama; thence run South 89 degrees 35 minutes 29 seconds West along the North line of said 1/4-1/4 section a distance of 181.32 feet; thence run South 3 degrees 52 minutes 47 seconds East a distance of 153.31 feet; thence run South 18 degrees 23 minutes 54 seconds East a distance of 164.45 feet; thence run South 31 degrees 2 minutes 04 seconds East a distance of 88.38 feet; thence run South 16 degrees 53 minutes 0 seconds East a distance of 93.8 feet; thence run South 40 degrees 35 minutes 04 seconds East a distance of 34.0 feet; thence run North 89 degrees 35 minutes 29 seconds East a distance of 9.35 feet to the East line of said Section 11; thence run North 1 degree 31 minutes 25 seconds East a distance of 499.0 feet to the point of beginning.

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

1983 MAR -9 PM 3:30

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec. 500
Ind. 100
600