



# JEFFERSON TITLE CORPORATION

## GENERAL SALES CONTRACT

Form recommended 11/26/80 by  
Birmingham Area Board of REALTORS®, INC.

P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

Birmingham, Alabama

The Undersigned Purchaser(s) JAMES EARL JACKSON III & Rhonda Kaye Anderson hereby agrees to purchase and

The Undersigned Seller(s) DONALD C. LACKEY & JUNE BAKER hereby agrees to sell  
the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances, situated in the City of

HARRISVILLE, County of Shelby, Alabama, on the terms stated below:

Address RT 1 Block --- Survey SEE ATTACHED  
and legally described as Lot ---

Map Book --- Page ---

1. THE PURCHASE PRICE: shall be \$ 25000.00, payable as follows:  
Earnest money, receipt of which is hereby acknowledged by the Agent 100.00  
Cash on closing this sale 24900.00

① All PERSONAL PROPERTY will be Removed from the premises  
ON OR BEFORE MAY 15 1984.  
② Seller agrees to PAY 250.00 TOWARDS CLOSING COST,  
PURCHASER AGREES TO PAY ALL OTHER CLOSING COST INCLUDING  
APPRAISAL, Recording Fees, ETC.

2. TITLE INSURANCE: The 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 the 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  
obtaining the two policies will be divided equally between the Seller and the Purchaser provided the Mortgagee is not the Seller. 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, R-2; and  
is NOT located in a flood plain.

3. PRORATIONS & HAZARD INSURANCE: The taxes, as determined on the date of closing, 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.

4. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before 45 DAYS  
except the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the said property. Possession is to be given on  
delivery of the deed, if the property is then vacant; otherwise possession shall be delivered 2  
days after delivery of the deed.

5. CONVEYANCE: The Seller agrees to convey said property to the Purchaser by a STANDARD  
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 the time of closing from sales proceeds.

6. 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 ---  
of the total purchase price for negotiating this sale.

7. CONDITION OF PROPERTY: Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in operable condi-  
tion at the time of closing. It shall be the responsibility of the Purchaser, at Purchaser's expense, to satisfy himself that all conditions of this contract are satisfied  
before closing. After closing, all conditions of the property, as well as any aforementioned items and systems, are the responsibility of the Purchaser. THE AGENT  
MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE CONDITION OF SUBJECT PROPERTY.

8. SELLER WARRANTS that he has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs,  
replacements, or alterations to said premises that have not been satisfactorily made. The Seller warrants that there is no unpaid indebtedness on the subject prop-  
erty except as described in this contract. These warranties shall survive the delivery of the above deed.

9. EARNEST MONEY & PURCHASER'S DEFAULT: The Seller hereby authorizes the listing Agent, ---  
to hold the 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 shall be forfeited as liquidated damages, at the option of the Seller, provided the Seller agrees to the cancellation of this contract.  
If the earnest money so forfeited shall be divided equally between the Seller and his Agent.

10. ADDITIONAL PROVISIONS set forth on the reverse side, initialed by all parties, are hereby made a part of this contract and this contract states the entire agreement between the  
parties and merges in this agreement all statements, representations, and covenants heretofore made, and any agreements not incorporated herein are void and of no force and effect.

James Earl Jackson III (SEAL)  
PURCHASER  
Rhonda Kaye Anderson (SEAL)  
PURCHASER  
Donald C. Lackey (SEAL)  
SELLER  
June Baker (SEAL)  
SELLER

WITNESS TO PURCHASER'S SIGNATURE(S)  
Mitje Ruel

WITNESS TO SELLER'S SIGNATURE(S)  
---

Receipt is hereby acknowledged of the earnest money as hereinabove set forth:  
☒ CASH ☐ CHECK

FIRM: ---

By: James Earl Jackson III  
Quality Press

101 Hwy 55 South  
251117

3) Purchaser & Seller Both Agree That said  
Property will Be sold As Is.

4) Purchaser Agrees To forfeit EARNEST  
Money, if said Purchase does NOT  
Conform To The Terms Set Forth  
in This Contract.

V.A. Rump  
Mitje Dew

Phonda Anderson

Donald C. Lark

Jane Baker

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

1986 JUL 10 AM 8:28

Thomas C. Anderson, Jr.  
JUDGE OF PROBATE

1. Deed Tax	\$ <u>—</u>
2. Mtg. Tax	<u>—</u>
3. Recording Fee	<u>5.00</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>6.00</u>