

This Form furnished by:

Cahaba Title, Inc.

Highway 31 South at Valleydale Road

P O Box 689

Pelham, Alabama 35124

Birmingham, Alabama



Policy Issuing Agent for
Safeco Title Insurance Co.

TELEPHONE: 988-5600

EQUITY SALES CONTRACT

Form recommended 11/26/80 by

Birmingham Area Board of REALTORS[®], INC.

The Undersigned Purchaser(s) Under signed

hereby agrees to purchase and

The Undersigned Seller(s) Under signed

hereby agrees to sell

the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances, situated in the City of

County of Shelby, Alabama, on the terms states below:

Address _____

and legally described as Lot _____

Block _____

Survey _____

As Attached; .69 acres more or less

Map Book _____

Page _____

1. THE CASH CONSIDERATION FOR THE EQUITY shall be \$ _____ FIRM
Earnest money, receipt of which is hereby acknowledged by the Agent. \$ \$1883.00
Cash on closing this sale. \$ _____

2. FIRST MORTGAGE of approximately \$
with monthly installments of approximately \$ _____ including
Principal, any escrow deposits and interest at _____ %, shall be assumed by Purchaser subject to Mortgagee's approval if required.

Total Purchase Price (approximately) \$ \$1883.00

Purchaser's agree to furnish survey and perc test.
Purchasers shall provide title insurance if required.
Total price shall include \$1883.00 for .69 acres plus
Additional expenses accrued by seller.

For legal Description see Exhibit A.
Successor in title for non-exclusive Right of way over
and across Parcel I and Parcel II as listed in
Exhibit B.

3. PRORATION: It is understood and agreed that this contract represents a purchase of the equity in the above-described property and that there shall be no proration at closing for taxes, insurance, interest or mortgage insurance, except as hereinafter provided.

4. MONTHLY MORTGAGE PAYMENT through and including the payment due during the month of NA shall be paid by the Seller.

5. ESCROW ACCOUNT: The Seller agrees to assign the escrow account, if any, to the Purchaser and to transfer the existing insurance policy to the Purchaser. Seller also warrants that, at time of closing, there will be sufficient funds in the escrow account to cover any necessary deposits required by the Mortgagee and any reported surplus shall be credited to the Seller. If there is no escrow account for taxes and/or insurance, then such unescrowed items shall be prorated as of the date of closing.

6. THE MORTGAGEE TRANSFER FEE, if any, and deed recording cost will be paid by the Purchaser. Purchaser

7. 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 procuring 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, none, and not located in a flood plain.

8. HAZARD INSURANCE: 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.

9. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before 12-28-91 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 ZERO days after delivery of the deed.

10. CONVEYANCE: The Seller agrees to convey said property to the Purchaser by 12-21-91 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.

11. 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

Not Applicable

as Agent, a sales commission in the amount

of 0% of the total purchase price for negotiating this sale.

12. CONDITION OF PROPERTY: Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in operable condition 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.

13. 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 property except as described in this contract. These warranties shall survive the delivery of the above deed.

14. EARNEST MONEY & PURCHASER'S DEFAULT: The Seller hereby authorizes the listing Agent, NA 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. Said earnest money so forfeited shall be divided equally between the Seller and his Agent.

15. 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.

Charles A. McDonald
WITNESS TO PURCHASER'S SIGNATURE(S)

Elwood H. Lodge
508 Henson St.
Midfield, AL 35228
WITNESS TO SELLER'S SIGNATURE(S)

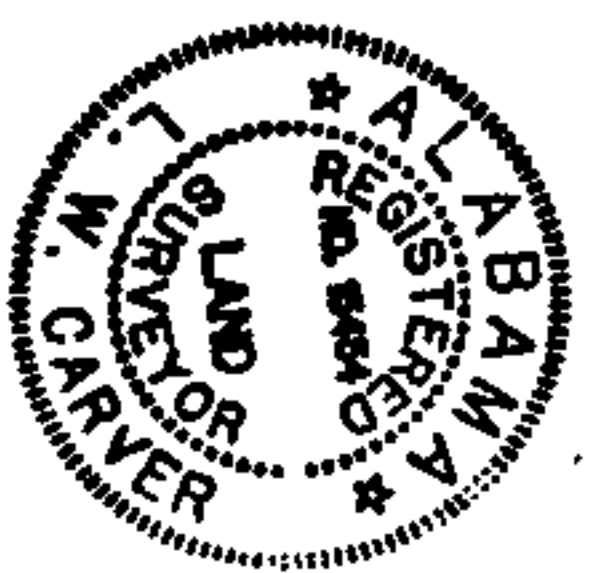
James H. Wilson (SEAL)
PURCHASER

Ruby A. Wilson (SEAL)
PURCHASER

Ronald J. Wilson (SEAL)
SELLER

Dawn C. Wilson (SEAL)
SELLER

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



State of Alabama
Shelby County.

I, the undersigned Licensed Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama.

I have unto set My Hand this the 23rd day of August 1991

Larry W. Carver
Larry W. Carver AL Reg. No. 15454

Description.
Commence at the Northwest Corner of the North 1/2 of the Northwest 1/4 of section 4 Township 20 South Range 1 west. thence run South along the East line of said 1/4 section a distance of 594.06 feet. thence turn 89°12' to the right and run West a distance of 1575.0 feet to the point of beginning. thence continue along last said course for 1500 feet. thence turn 90°48' right and run 2000 feet. thence turn 89°12' right and run 1500 feet. thence turn 90°48' right and run 2000 feet to the point of beginning. Containing 0.69 acres.

Description of a 60 foot wide Easement.
Commence at the Northwest Corner of the North 1/2 of the Northwest 1/4 of section 4 Township 20 South Range 1 west. thence run South along the East line of said 1/4 section a distance of 594.06 feet to the point of beginning. thence turn a deflection angle of 89°12' to the right and run West a distance of 2006.94 feet. thence turn a deflection angle of 40°15'58" to the left and run a distance 92.82 feet. thence turn a deflection angle of 138°44'04" to the left and run East a distance of 2176.94 feet to the East line of said 1/4 section. thence turn a deflection angle of 89°12' left and run North along the East line of said 1/4 section a distance of 600 feet to the point of beginning.

D. Wilson
L. Wilson

NE. CORNER
N1/2, NW1/4
SEC. 4
T-20-S R-1-W

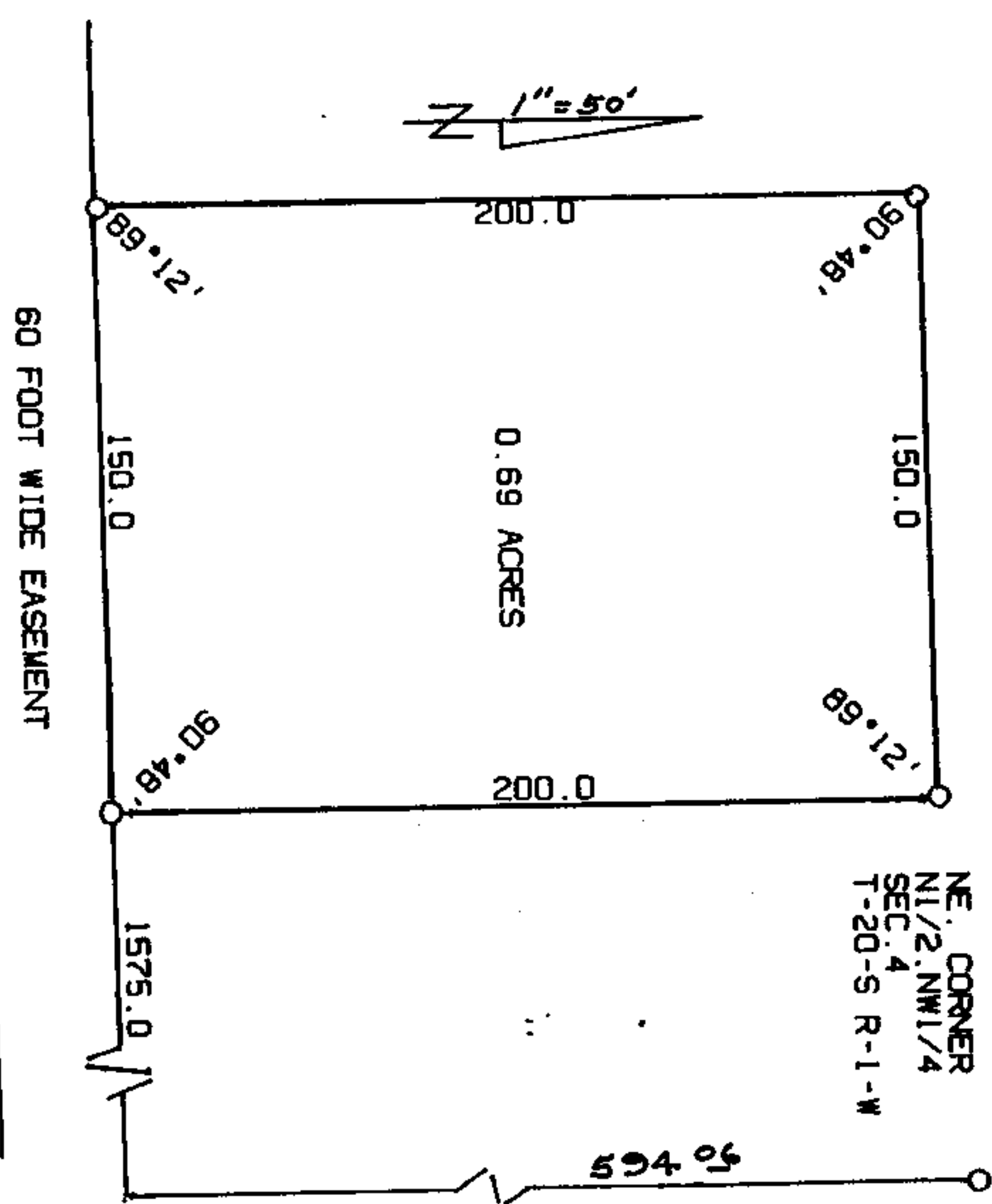


Exhibit A

Exhibit B

STATE OF ALABAMA
SHELBY COUNTY

RIGHT OF WAY EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the settlement of Case No. CV-89-415, in the Circuit Court of Shelby County, Alabama, other good and valuable consideration, and One Dollar (\$1.00), to the undersigned grantors, EDWARD WAYNE KENDRICK and wife, PATSY KENDRICK, in hand paid by BILLY JOE KENDRICK and wife, POLLY KENDRICK; CHARLES R. ERWIN and wife, SUSAN L. ERWIN; FRANK INGRAM and wife MARNA INGRAM; RONALD WILSON and wife, DAWN C. WILSON; and ROGER COX, hereinafter called "grantees", the receipt whereof is acknowledged, we the said EDWARD WAYNE KENDRICK and PATSY KENDRICK, do grant bargain, sell and convey unto the said grantees, BILLY JOE KENDRICK and wife, POLLY KENDRICK; CHARLES R. ERWIN and wife, SUSAN L. ERWIN; FRANK INGRAM and wife MARNA INGRAM; RONALD WILSON and wife, DAWN C. WILSON; and ROGER COX, the following described real estate, to-wit:

A non-exclusive right of way easement over and across Parcel I, being more particularly described as follows, viz:

Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 4, Township 20 South, Range 1 West, and run South along the East line thereof 267.3 feet to the point of beginning; thence continue along the last described course for 326.36 feet to the North line of a County Road R/W; thence 89 deg. 12' right and run 51.22 feet; thence 105 deg. 12' 36" right and run 139.54 feet; thence 11 deg. 19' left and run 157.06 feet to a curve to the right having a radius of 108.76 feet; thence run along said curve 36.56 feet to the point of beginning. Containing 0.153 acres, more or less, according to survey of Thomas E. Simmons, Registered Land Surveyor, dated June 22, 1990, a copy of the plat of said survey being attached hereto as Exhibit "A" and by reference hereto being made a part hereof.

to provide ingress and egress to and from an existing County Road right of way (on the South) and an existing County Road right of way (on the North).

A separate Right of Way Easement Deed is being executed simultaneously herewith by Billy Joe Kendrick and wife, Polly Kendrick, for Parcel II, as shown on said survey, a copy of which is attached hereto as Exhibit "A", and the right of way and easement granted by this Right of Way Easement Deed for Parcel I, and the separate Right of Way Easement Deed for Parcel II, shall be for the purpose of the construction and maintenance of a road or street over and across said Parcel I and said Parcel II connecting or joining said existing County Road (on the South) and said existing County Road (on the North), as shown on Exhibit "A", and for the construction and maintenance of gas lines, water lines, power lines, and other utility lines, for the benefit of the grantors and the grantees and their successors in title.

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889

BOOK 349 PAGE

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BOOK 385 PAGE 44

The said Edward Wayne Kendrick and wife, Patsy Kendrick, own real estate fronting on said Parcel I, the said Billy Joe Kendrick and wife, Polly Kendrick own real estate fronting on said Parcel II, and the said Charles R. Erwin and wife, Susan L. Erwin, Frank Ingram and wife, Marna Ingram, Ronald Wilson and wife, Dawn C. Wilson, and Roger Cox, own real estate fronting on said existing County Road (on the South), and the parties further acknowledge that the easement over and across Parcel I and Parcel II as granted by this Right of Way Easement Deed and by the separate Right of Way Easement Deed being executed simultaneously herewith for Parcel II, will inure to the benefit of all of said grantors and grantees, and their successors in title, to the respective parcels of real estate which they jointly or individually own.

The grantors, and their successors in title, reserve the right to use and enjoy the right of way and easement herein granted and to convey hereafter to others non-exclusive right of way easement deeds over and across said Parcel I.

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TO HAVE AND TO HOLD to the said grantees, their heirs and assigns forever.

Edward W. Kendrick (SEAL)
Edward Wayne Kendrick

Patsy Kendrick (SEAL)
Patsy Kendrick

BOOK 349 PAGE 890

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Edward Wayne Kendrick and wife, Patsy Kendrick, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

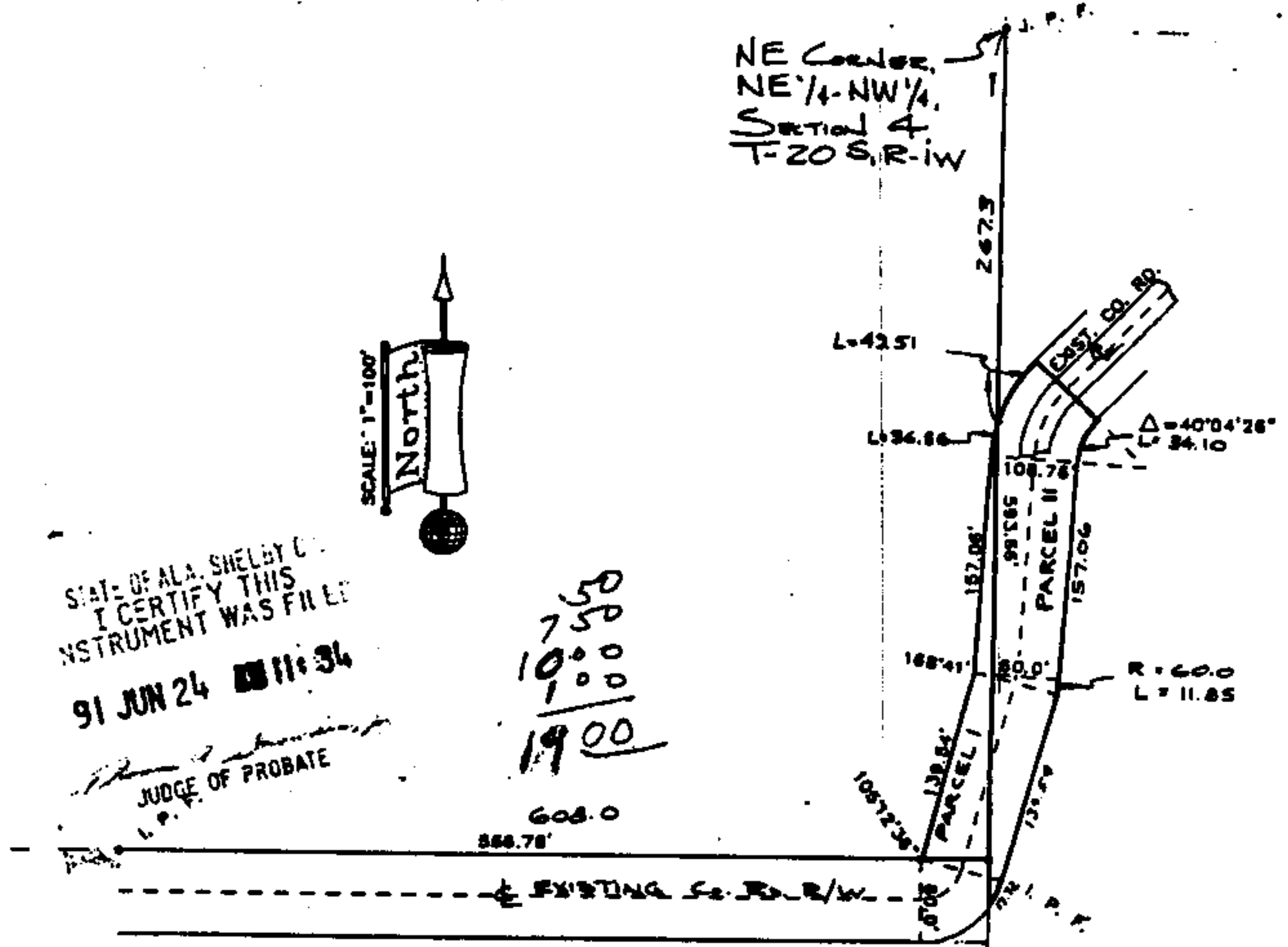
Given under my hand and seal this 19th day of ^{September} July, 1990.

Marilyn C. McEliff
Notary Public

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Exhibit "A"



STATE OF ALABAMA
SHELBY COUNTY

I, Thomas E. Simmons a Registered Land Surveyor of Alabama do hereby certify the foregoing to be a true and correct map or plat of a survey made by me on the following described parcels:

PARCEL I:

Commence at the NE Corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, T-20 S, R-1 W, and run south along the east line thereof 267.3' to the Point of Beginning; thence continue along the last described course for 326.36' to the north line of a County Road R/W; thence 89°12' right and run 51.22'; thence 105°12'36" right and run 139.54'; thence 11°19' left and run 157.06' to a curve to the right having a Radius of 108.76'; thence run along said curve 36.56' to the Point of Beginning. Containing 0.153 Acs.

PARCEL II:

Commence at the NE Corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, T-20 S, R-1 W, and run south along the east line thereof 267.3' to the Point of Beginning; thence continue along the last described course for 358.73'; thence 157°05'48" left (to chord) and run along the chord of a curve to the left having a Radius of 60.0' for 17.72'; thence 8°29'36" left from chord and run 139.54' to a curve to the left with a Radius of 60', and a central angle of 11°19'; thence run along said curve 11.85'; thence continue tangent to said curve 157.06' to a curve to the right having a Radius of 48.76, and a central angle of 40°04'26"; thence along said curve 34.1' to the end of a County Road R/W; thence 90°00' left from tangent and run along the end of said County Road R/W for 60.0'; thence 90°00' left to tangent and run along a curve to the left with a Radius of 108.76' for 49.51' to the Point of Beginning. Containing 0.333 Acs.

According to my survey this 22nd day of June, 1990.

Thomas E. Simmons
Thomas E. Simmons LS12945
Surveying Services
P. O. Box 895
Pinson, AL 35126
681-3679



3954

STATE OF ALABAMA
SHELBY COUNTY

RIGHT OF WAY EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the settlement of Case No. CV-89-415, in the Circuit Court of Shelby County, Alabama, other good and valuable consideration, and One Dollar (\$1.00), to the undersigned grantors, BILLY JOE KENDRICK and wife, POLLY KENDRICK, in hand paid by EDWARD WAYNE KENDRICK and wife, PATSY KENDRICK; CHARLES R. ERWIN and wife, SUSAN L. ERWIN; FRANK INGRAM and wife MARNA INGRAM; RONALD WILSON and wife, DAWN C. WILSON; and ROGER COX, hereinafter called "grantees", the receipt whereof is acknowledged, we the said BILLY JOE KENDRICK and POLLY KENDRICK, do grant bargain, sell and convey unto the said grantees, EDWARD WAYNE KENDRICK and wife, PATSY KENDRICK; CHARLES R. ERWIN and wife, SUSAN L. ERWIN; FRANK INGRAM and wife MARNA INGRAM; RONALD WILSON and wife, DAWN C. WILSON; and ROGER COX, the following described real estate, to-wit:

A non-exclusive right of way easement over and across Parcel II, being more particularly described as follows, viz:

Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 4, Township 20 South, Range 1 West, and run South along the East line thereof 267.3 feet to the point of beginning; thence continue along the last described course for 358.73 feet; thence 157 deg. 05' 48" left (to chord) and run along the chord of a curve to the left having a Radius of 60.0 feet for 17.72 feet; thence 8 deg. 29' 36" left from chord and run 139.54 feet to a curve to the left with a Radius of 60 feet, and a central angle of 11 deg. 19'; thence run along said curve 11.85 feet; thence continue tangent to said curve 157.06 feet to a curve to the right having a Radius of 48.76, and a central angle of 40 deg. 04' 26"; thence along said curve 34.1 feet to the end of a County Road R/W; thence 90 deg. 00' left from tangent and run along the end of said County Road R/W for 60.0 feet; thence 90 deg. 00' left to tangent and run along a curve to the left with a Radius of 108.76 feet for 49.51 feet to the point of beginning. Containing 0.333 acres, more or less, according to survey of Thomas E. Simmons, Registered Land Surveyor, dated June 22, 1990, a copy of the plat of said survey being attached hereto as Exhibit "A" and by reference hereto being made a part hereof.

to provide ingress and egress to and from an existing County Road right of way (on the South) and an existing County Road right of way (on the North).

24.2.11.2.

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BOOK 349 PAGE 893
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A separate Right of Way Easement Deed is being executed simultaneously herewith by Edward Wayne Kendrick and wife, Patsy Kendrick, for Parcel I, as shown on said survey, a copy of which is attached hereto as Exhibit "A", and the right of way and easement granted by this Right of Way Easement Deed for Parcel II and the separate Right of Way Easement Deed for Parcel I, shall be for the purpose of the construction and maintenance of a road or street over and across said Parcel I and said Parcel II connecting or joining said existing County Road (on the South) and said existing County Road (on the North), as shown on Exhibit "A", and for the construction and maintenance of gas lines, water lines, power lines, and other utility lines, for the benefit of the grantors and the grantees and their successors in title.

The said Edward Wayne Kendrick and wife, Patsy Kendrick, own real estate fronting on said Parcel I, the said Billy Joe Kendrick and wife, Polly Kendrick own real estate fronting on said Parcel II, and the said Charles R. Erwin and wife, Susan L. Erwin, Frank Ingram and wife, Marna Ingram, Ronald Wilson and wife, Dawn C. Wilson, and Roger Cox, own real estate fronting on said existing County Road (on the South), and the parties further acknowledge that the easement over and across Parcel I and Parcel II as granted by this Right of Way Easement Deed and by the separate Right of Way Easement Deed being executed simultaneously herewith for Parcel II, will inure to the benefit of all of said grantors and grantees, and their successors in title, to the respective parcels of real estate which they jointly or individually own.

The grantors, and their successors in title, reserve the right to use and enjoy the right of way and easement herein granted and to convey hereafter to others non-exclusive right of way easement deeds over and across said Parcel II.

TO HAVE AND TO HOLD to the said grantees, their heirs and assigns forever.

Billy Joe Kendrick (SEAL)
Billy Joe Kendrick
Polly Kendrick (SEAL)
Polly Kendrick

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Billy Joe Kendrick and wife, Polly Kendrick, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date. Given under my hand and seal this 12th day of April, 1991.

James L. Wilson
Notary Public

Exhibit "A"

NE Corner
NE 1/4 - NW 1/4
Section 4
T-20 S, R-1 W



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

91 JUN 24 AM 11:49

PROBATE

1. Deed Tax	50
2. Map Tax	0
3. Recording Fee	2.50
4. Indexing Fee	1.00
5. Map Tax Fee	1.00
6. Certified Fee	1.00
TOTAL	190.00

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STATE OF ALABAMA
SHELBY COUNTY

I, Thomas E. Simmons a Registered Land Surveyor of Alabama do hereby certify the foregoing to be a true and correct map or plat of a survey made by me on the following described parcels:

PARCEL I:

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PARCEL II:

Commence at the NE Corner of the NE 1/4 of the NW 1/4 of Section 4, T-20 S, R-1 W, and run south along the east line thereof 267.3' to the Point of Beginning; thence continue along the last described course for 358.73'; thence 157°05'48" left (to chord) and run along the chord of a curve to the left having a Radius of 60.0' for 17.72'; thence 8°29'36" left from chord and run 139.54' to a curve to the left with a Radius of 60', and a central angle of 11°19'; thence run along said curve 11.85'; thence continue tangent to said curve 157.06' to a curve to the right having a Radius of 48.76, and a central angle of 40°04'26"; thence along said curve 34.1' to the end of a County Road R/W; thence 90°00' left from tangent and run along the end of said County Road R/W for 60.0'; thence 90°00' left to tangent and run along a curve to the left with a Radius of 108.76' for 49.51' to the Point of Beginning. Containing 0.333 Acs.

According to my survey this 22nd day of June, 1990.

Thomas E. Simmons
Thomas E. Simmons LS12945
Surveying Services
P. O. Box 895
Pinson, AL 35126
681-3679

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

92 JAN 24 PM 1:56



1. Deed Tax	2.00
2. Map Tax	0
3. Recording Fee	2.50
4. Indexing Fee	1.00
5. Map Tax Fee	1.00
6. Certified Fee	1.00
TOTAL	26.00