The State of Alabama, } This Contract made and entered
Jefferson County. } into this the first day of January 1912, by and between Birmingham Acreage Company, hereinafter called the party of the first part, and P. J. Cheesman and J. E. Eberhart, hereinafter called the parties of the second part: Witnesseth:

1. That the party of the first part does by these Presents give, grant, bargain and convey unto the parties of the second part as General Agents, the exclusive right to sell that certain tract or parcel of real estate known and described as property of Birmingham Acreage Company, lying and being situated near the town of Shirlitts in Shelby County, State of Alabama, as shown in Map Book No. Page No. 19 as recorded in the office of the Judge of Probate of said County and State. To have and to hold unto the parties of the second part for the term of four months from the execution of this agreement. Unless otherwise agreed said land is sold at the following prices and terms, to-wit: One 5-acre tract and 25' lot $200.- $10 down $10. per month. One 10 acre tract and 50' lot $375.- $20. down $15. per month. One 20 Acre tract and 50' lot $700. $40 down $20 per month. No interest, no taxes until paid for and a ten (10%) per cent discount to be allowed for all cash.

2. The party of the first part further agrees to pay the parties of the second part a commission of twenty-five 25% per cent of the gross price of each and every lot or parcel of land which is sold in the above mentioned real estate during the full term of this Contract. Said Commission to be paid as follows: —

All the first payments on the day the sales are made and accepted, and one half of all subsequent payments as they are received by the party of the first part. And it is understood by the parties hereto that all sub-agents hired for the purpose of selling the above mentioned land shall be in the direct employ of the parties of the second part; therefore the amount of commissions paid any sub-agent shall be determined upon by said parties of the second part.

3. The parties of the second part in consideration of the foregoing promises, hereby obligate themselves to give their full time and attention and use their best efforts to sell the above mentioned real estate according to the terms and stipulations heretofore made.

In testimony whereof we have hereunto set our hands and seals in duplicate this first day of Jany, 1912.

Birmingham Acreage Company.
By A. E. Nelson (L.S.)
Pres.
C. S. Goodwin (L.S.)
Secy & Treas.
B. G. Cheesman (L.S.)
J. E. Eberhart (L.S.)

The State of Alabama,
Shelby County. } I hereby certify that the within conveyance was filed in this office for record Feb. 22-1912, at 3 o'clock P.M. and recorded in Deed Record 47-page 633 and examined.

A. P. Longshore - Judge of Probate.