

Sales And Exchange Contract. A.D. Stalcup Realty Co.
Hemlock 4040, 703 Bankers Bond Building.

Birmingham, Ala., January 5, 1928.

The owner or owners W.W. Cogswell hereby sells through A.D. Stalcup Realty Co., as agent, and J.D. Head (agent or assigns) hereby purchases the following described real estate on terms stated herein, towit:

52 acre farm on Buck Creek, about $\frac{1}{2}$ mile off Montgomery Highway, Saginow, Alabama. Known as the Cogswell's Farm. Title to be fee simple and clear of incumbrance. Price \$1,000.00. Improved with 1_3 room house and barn. About 38 acres in cultivation and about 23 acres bottom land.

The purchase price is \$1,000.00, payable \$1.00 as earnest money and ___ receipt of which is hereby acknowledged, and the remainder payable:

Cash on closing of trade \$100.00. Execute first mortgage due on or about 2 years reducible \$200.00 every 6 mo. interest at 4% each note bearing its own interest, the last note being for \$300.00. \$900.00

Total Purchase Price, \$1,000.00

The above property to be deeded in fee simple and clear of incumbrance. The said W.W. Cogswell is to pay 5% commission. W.W. Cogswell is to pay half of the commission when the deal is closed and the other half when the first payment comes due.

The seller and purchaser are to furnish abstracts of title, extended to date, or title insurance policy, title to be good and merchantable, otherwise the earnest money is to be refunded. Taxes for the current year to be pro rated from Oct. 1, 1927 and assumed.

Interest on mortgages, if any, to be pro rated and assumed. Pro rated as of date title is passed. All Municipal Assessments to be paid by seller. Insurance and rents to be pro rated.

In the event the purchaser fails to carry out and perform the terms of this agreement he shall forfeit the earnest money as liquidated damages for such failure or refusal, provided seller will agree to cancel the within contract, and the earnest money so forfeited shall be divided between the seller and the agent.

The trade is to be closed within 30 days from delivery of abstract to purchaser, or as soon thereafter as merchantable title can be effected, and conveyance is to be made by Warranty Deed, which it is agreed will be filed for record without delay.

This contract carries regular commission due agents from seller. In case of exchange of properties, both parties are to pay regular commission on their agreed respective valuations, and both parties are to deposit with agent \$100.00 as earnest money. If checks are given as earnest money, the makers thereof certify that funds are on deposit to cover same.

Witnesses:

A.D. Stalcup.

W.W. Cogswell, Seller.

John D. Head. Purchaser.

The State Of Alabama,)

Shelby County ,)

I, L.B. Riddle, Judge of Probate certify that the within agreement was filed in this office for record February 28th, 1928 at 9 O'clock A.M. and recorded in deed record 85 on page 406 and examined.

L.B. Riddle, Judge of Probate.