

Agreement In Escrow

State Of Alabama,)

Shelby County,)

Sept. 24, 1928.

Know All Men By These Presents, That:

Whereas, the undersigned, C. C. Harless and wife have contracted with B. F. Barnitz to convey unto the said B. F. Barnitz the hereinafter described real estate, and whereas the said B. F. Barnitz has put up the earnest money for said conveyance, and it has developed that the said C. C. Harless is at present unable to deliver good and merchantable title to the property, but has commenced proceedings in the Chancery Court of Shelby County, Alabama to quiet title to the property, and the parties are still desirous of carrying out the original contract, the said C. C. Harless and wife have this day executed a warranty deed conveying the following described real estate, situated in Shelby County, Alabama, to wit:

That part of the Southeast quarter of the Northeast Quarter of Section I, Township 20 South, Range 3 West in Shelby County, Alabama, which lies Southeast of a fence line that commences at the Northeast corner of said forty acres tract and runs in a Southwesterly direction to the point where the North line of Bishops Creek cuts the West line of said forty acre tract, the said fence line being located Northwest of Bishops Creek.

And said deed is to be delivered to the Bankers Mortgage Bond Company of Birmingham, Alabama to be held in escrow upon the following condition:

That the said C. C. Harless is to proceed to clear up the defects in the title to the above described property at once, in accord with the requirements set forth in the title opinion of Coleman, Coleman, Spain & Stewart, and after a final decree has been secured from the chancery Court In Shelby County, in the proceedings to quiet title, declaring that C. C. Harless has title as against all the parties set forth in the proceedings now pending therein, and as against the other parties named in the opinion of Coleman, Coleman, Spain & Stewart, and the period for appeal from the said decree has lapsed, if there has been no appeal taken and the title has otherwise been cleared of all defects, the said Bankers Mortgage Bond Company is to deliver the above described deed to the said B. F. Barnitz and receive the purchase money called for therein, and deliver said purchase money to the undersigned, C. C. Harless.

But if the defects in said title shall not be cleared within a year from the date of this agreement in a manner satisfactory to Coleman, Coleman, Spain & Stewart, attorneys for B. F. Barnitz, then the said B. F. Barnitz shall consider the contract of sale and this escrow agreement to be breached by the vendors, and may take such steps to enforce his rights thereunder as may be available to him in any court of law or equity.

In Consideration of the premises, the Bankers Mortgage Bond Company agrees to

accept and hold the above described deed in escrow in accord with the terms of this agreement, and agrees, at the proper time, to receive and transmit the purchase money to C. C. Harless, or his assigns, and the undersigned B. F. Barnitz, the purchaser under this agreement, does hereby consent and agree to this modification of the original contract, the original contract to remain in all other respects in full force and effect.

Witness our hands & seals this 24th day of Sept. 1924.

C. C. Harless (L.S.)

Mary K. Harless (L.S.)

B. F. Barnitz. (L.S.)

Bakers Mortgage Bond Company

By I. H. Barker,

President.

Witnesses:

J. W. Gillon, Jr.

H. P. Winston.

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 September 26th, 1928 at 2 O'clock P.M. and recorded in deed record 87 page 40 and examined.

L. B. Riddle, Judge of Probate.