AGREEMENT TO CONVEY

SATES CONTRACT

Patterson-Taylor Shaw Realty Company Inc.

621 and 622 Bankers Bond Bldg.

Birmingham, Ala.

The W₂ of NW₄, S₂, SE₄ and SW₄ of Section 27, and N₂, Section 35, all in T_p. 24, Range 15 E, Shelty County, except narrow Mountain being W₂ of SE₄ and NE₂ of SW₄ and W₂ of NW₄, Section 35, all in T_p. 24, Range 15 E, Shelty County, except narrow Mountain being W₂ of NE₄ and NE₄ of SW₄ and W₂ of NW₄, Section 29 and S₂ & E₂ of NW₄ of Se₄, NW₄ of SE₄ and NE₄ of SW₄ and W₂ of NW₄, Section 29 and S₂ & E₂ of NW₄ of Section 33, and S₂ of Section 35, all in T_p. 24, Range 15 E, containing 1822 acres and subject to 5 years timber contract and to mineral rights. The purchase price is to be 7,288.00, payable, \$250.00 as earnest money and part of the urchase price, receipt of which is hereby acknowledged and r mainder payable

Cash or closing \$1,650.00

Earnest money 250.00

Balance 1, 2, 3, 4 years on or before 6% interest, payable 5,388.00

Total

\$7,288.00

1st. Mortgage to be prorated over section 25,27,33 and 29,35 by seller.

The seller is to furnish abstract of title, brought down to date, or title insurance policy, said title to be good and merchantable, otherwise the earnest money is to be refunded. Taxes for the current year are to be prorated.

Interest on mortgage if any, is to be prorated. Insurance and rents are to be prorated and rents are to be prorated betweenseller and purchaser as of date of passing of title. In the event the purchaser fails to carry out and perform the terms of this agreement, he shall forfeit the above mentioned earnest money as liquidated damages for such failure or refusal, provided seller will agree to cancel within contract and the earnest money so forfeited shall be divided equally between the seller and the agent.

The trade to be closed within 30 days from date of delivery of abstract to purchaser, or as sonn as merchantable title can be effected and conveyance is to be made by warranty deed.

I hereby agree to purchase the above described according to the terms and conditions stated above.

W. G. Schuster--Purchaser

I hereby approve this sale on the terms and conditions as stated above.

John W.Fitzgerald - Seller

Fitzgerald Estate Inc.

By H. P. Fitzgerald, President

1/22/29

I hereby transfer and assign all my right, title and interest in and to the within contract to S. M.Bernheim and said S.M.Bernheim hereby assumes same.

THE STATE OF ALABAMA)

W. G. Schuster

SHELBY COUNTY

I hereby certify that the within contract was filed in this office for record April 12th 1929 at 2 oklock P.M. and recorded in Peed record 38 page 195 and examined.

Cage Head--Judge of Probate

STATE OF ALAR MA
SHELBY COUNTY

I hereby certify that
Privilege Tax
has been paid on the within
instrument as required by

CAGE HEAD,
JUDGE OF PROBATE