## LEASE SALE CONTRACT

STATE OF ALABAMA )

JEFFERSON COUNTY )

This agreement made and entered into on this the \_\_\_day of June 1931 by and between M.E.Wyatt and wife Zilla Wyatt, parties of the first part and S. P. Reed and C.R.Clingham parties of the second part.

Witnesseth: That whereas, the parties of the first part are the owner of the hereinafter described real estate, and as such, are desirous of selling the same to the parties of the second part, at the price, and upon the terms and conditions as will be hereinafter listed, and,

Whereas, parties of the second part are desirous of purchasing the said real property at the price and upon the terms and conditions as hereinafter listed.

Now therefore, for and in consideration of the sum of Twelve Hundred and Fifty (\$1250.00) payable as follows: the sum of one hundred and twenty five (\$125.00) dollars, cash, in hand paid herewith, and the balance payable as follows: the sum of One Hundred and twenty five (\$125.00) Dollars payable on the 1st. day of January, 1932, the sum of Five Hundred (\$500.00) Dollars payable December 1st 1932, and the sum of Five Hundred (\$500.00), Dollars, payable December 1, 1933, with interest from \_\_\_\_\_\_ at the rate of \_\_\_\_\_\_ per cent per annum, paid, and to be paid, by the parties of the second part, to the parties of the first part, as purchase price, for said property, the receipt of which is hereby acknowledged, the parties of the first part do hereby agree to grant, bargain sell and convey unto the parties of the second part, the following described real estate to-wit:

Beginning seventy yards in a north westerly direction from a point where the Louisville and Nashville Railroad's right of way on the west side intersects the south boundary line of the SE2 of the NE2 of Section eighteen (18) Township twenty one (21) Range two (2) west, running in a northwesterly direction, and parallel with the Louisville and Nashville Railroad right of way two hundred and eleven yards; thence west three hundred and fifty (350) yards; thence in a south east direction to the northwest corner of Will Harrison's lot; thence east 350 yards to the point of beginning, being a part of the SW2 of the NE2 of Section eighteen (18), Township 21, Range two (2), west containing fifteen acres more or less, located and situated in Shelby County, Alabama, viz:

The condition of this sale and contract is as follows:

- 1. It is agreed and understood by the parties hereto, that the cash payment recited herein is a part of the purchase price of said property, and that the parties of the second part areto be placed in possession of said property, upon the payment of second payment under the terms and conditions of this agreement.
- 2. It is further understood and agreed by the parties hereto that said property is free from all incumbrances, liens, eyc; except taxes for the year 1930, and mortgage dated April 8, 1931, securing \$500.00 due and payable December 1, 1932, to G. L. Scott It being understood and agreed that said taxes are to be paid out of the cash payment herein recited and that said mortgage will be extended under and separate extension agreement, causing the same to be payable on December 1, 1933, and the same to be paid by the parties of the first part out of the last payment herein recited, to all of which the parties of the first part agree, and this contract being conditioned upon the securing of said extension agreement of said mortgage.
  - 3. It is further understood and agreed by the parties hereto, that upon the payment

of the second sum of One Hundred and Twenty Five (\$125.00) Dollars, on January the lst. 1932, the parties of the first part will thereupon immediately execute a warranty deed to the parties of the second part, fully and completely conveying good and merchantable title to the within described real estate, to the parties of the second part, free from all incumbrances, and that thereupon parties of the second part will execute a purchase money mortgage for the balance of said purchase price payable as herein provided.

Witness my hands and seals on this the \_\_\_day of June 1931.

Witness:

M.E.Wyatt
Zilla C.Wyatt
S. P Reed

Paul O. Luck

S. P. Reed C. R. Clingman

STATE OF ALABAMA

SHELBY COUNTY

I, Paul O. Luck, a Notary Public in and for said State and County, hereby certify that M.E. Wyatt and wife Zilla C. Wyatt, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 20th day of June, 1931.

Paul O. Luck--Notary Public

STATE OF ALABAMA

SHELBY COUNTY.

I, Paul O. Luck, a Notary Public in and for said County in said State, do hereby certify that on the \_\_day of June 1931, came before me the within named Zilla C. Wyatt, known to me to be the wife of the within named M.E. Wyatt, whobeing examined separate and apart from her husband touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of her husband.

This 20th day of June 1931.

Paul O. Luck -- Notary Public

THE STATE OF ALABAMA

SHELBY COUNTY

I hereby certify that the within lease was filed in this office for record June 22nd 1931 at 2 oclock P.M. and recorded in Deed record 92 page 408 and examined.

Cage Head--Judge of Probate

STATE OF ALABAMA SHELBY COUNTY

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instrument as required by
law.

CAGE MEAD, JUDGE OF PROBATE STATE OF ALABAMA SHELBY COUNTY

has been paid on the within instrument as required by law.

CAGE HEAD, IUDGE OF PROBATE