## AGREEMENT TO PURCHASE PROPERTY, SALES. CONTRACT.

CHICESTER & COMPANY, APPRAISERS-BUILDERS-INSURANCE-REALTORS
21st Street Viaduct-TELEHONE 3-7204
Birmingham, Alabama.

August 6,1932
The following described real estate, surface rights only, on terms stated, is agreed to be purchased by the undersigned purchaser or purchasers, according to the conditions of this contract; and the undersigned SELLER or SELLERS declare that they are the owner or owners of said property, and that the said SEEDER OR SELLERS will sell and deliver said real estate according to the terms and conditions of this contract:

15 acres more or less, being all that part of the N.E. $\frac{1}{4}$  of N.E. $\frac{1}{4}$  of Section 14, Twp. 20, Range 3 West, Shelby Co. Ala., west and north of Cahaba Valley Creek; also a fifty foot square out of that part of the S.E. $\frac{1}{4}$  of S.E. $\frac{1}{4}$  of Section 11, Twp. 20, Range 3 West, owned by the Sellers, and which borders on or near the creek. But Seller retains an easement to dreek sufficient for the watering of stock.

The purchase price is to be \$1,125.00, payable as follows:

Cash on signing of this contract, which is earnest money held in escrow by. Will F. Franke, as part guarantee by the purchaser or purchasers to consummate deal 200.00 Cash to be paid on closing of deal First mortgage to be assumed or executed due onp or about with Interest payable semipannually, and said mortgage being reducible \$ per annun \$ interest Third Mortgage to be assumed or executed Payable \$ per month % interest Should any of the above mortgages be executed by the purchaser or purchasers it is understood that any expense of cost involved will be paid by the Seller or Sellers. By Conveyance of (trade-in) property declared to be owned by the purchasers or purchasers valued at the amount of \$ less mortgages described as follows: Leaving purchaser or purchasers net equity amounting to On said (trade-in) property the purchaser or purchasers are to furnish abstract of title brou ht down to date, and convey said (trade-in) property to Seller or Sellers with a good and merchahtable warranty deed. All taxes, accrued interest and insurance to be prorated dn this trade-in property. Purchaser to pay Chicester & Company a regular agents commission on the value as above inserted on this trade in property,

Purchaser Price as Above \$1125.00 Remarks: Subject to Electric Light line right of way.

If any/of present road touches the above described property west of the creek a 30 foot right of way is hereby reserved, unless Sellers decide that they can move the road to mutual benefit of both Seller and Purchaser.

No pro-ration of rents. Tenant to have his rights to farm land in cultivation and use of pasture until Jan. 1,1933.

This is subject to it being a fact as assumed that the west line of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 14, Twp. 20 Range 3 West being at least 100 feet distant from the west line of the creek at the nearest point.

All comveyances to be made by warranty deeds.

The Seller or Sellers to furnish abstract of title brought down to date, and said title to be good and merchantable.

Taxes, accrued interest and insurance to be pro-rated. Possession Subject to lease.

Taxes, accrued interest, and insurance to be pro-rated. Possession Subject to lease. The deal to be closed August 30,1932, in the office of Chicester & Company, Birmingham, Alabama, or as soon thereafter as merchantable title or titles can be affected. The above property is agreed to be purchased as above set forth.

The above property is agreed to be purchased as above set forth.

STATE OF ALABAMA

STATE OF ALABAMA

Signed Will F Franke, as Agent for Seller LS.

I hereby certify that

WE Richardson

Seller

L.S.

nas been paid on the within has been paid on the within Signed
Isaac F. Johnson Personally L.S.

Isaac F. Johnson/Attorney in fact for

A R Naro and Edna Naro

The State of Alabama, some of probate her by certify that the within contract or agreement was filed in this office August 8th 1932 at 4 o'clock PM and recorded in Deed Record 93 and page 465 and examined, August 10th 1932.

Cage Head, Judge of Probate.