STATE OF ALABAMA, SHELBY COUNTY)

This agreement made between Lida Wood, party of the first part, and Lula Barnett, party of the second part-WITNESSETH:

1. Party of the first part agrees to sell to party of the second part and party of the second part agrees to buy from the party of the first part, the following land upon the conditions hereinafter named, to-wit:

The north half of the south west quarter and the south west quarter of the south west quarter of Section 27, and all that part of the south west quarter of the south beast quarter of Section 27, Township lying north and westof the Southern Railraad, the south west quarter of Section 27, and the east half of the south wast quarter of Section 28; all in Township 21, Range 1 West, which land is known as the "Hardy Nelson Place", and if the above description in any respect is incorrect then the land contracted in reference hereto isto be what is known as the Hardy Nelson Place, by whatever description it may be.

- 2. The price at which this land is to be sold is three thousand one hundred dollars, and payments are to be made as hereinafter specified.
- 3. There is a Federal Land Bank loan against said property and party of the second part hereby assumes payment of said loan and is to pay to the party of the first part the difference between the present value of said Federal Land Bank loan and the sum of thirty one hundreddollars. Party of the second part is to pay on the first day of December, 1934, the sum of two hundred dollars, and annually thereafter is to pay three hundred dollars until said indebtedness is paid, and each deferred payment is to bear interest at the rate of eight per cent from this date.
- 4. Party of the second part assumes and agrees to pay said Federal Land Bank indebtedness, whatever it may be, together with the 1934 taxes- it being understood that the party of the first part is to pay the 1935 taxes.
- 5. The annual paymentof principal and interest on the Federal Land Bank debt is \$130.00, which falls due on the first day of Rebruary of each year, but if arrangements dan be made to pay only the interest on said payment due February 1, 1934, that will be satisfactory to the party of the first part, but thereafter the party of the second part is to pay said Federal Land Bank instalments as to principal and interest as they fall due, and is also to assess and pay the taxes on said land annually and not permit the same to be in default.
- 8. If and when the party of the second part shall have paid party of the first part the amount coming to her under this contract, she agrees to execute and deliver to him a good and sufficient warranty deed to said property, subject to the then amount remaining unpaid on the Federal Land Bank mortgage, which party of the second part is to assume, and it shall be recited in said deed that party of the second part does assume said Federal Land Bank mortgage. In the event party of the second part shall fail to pay to party of the first part the two hundred dollars on December 1,1934, then this contract shall immediately stand mullified and void.
- 7. If said party of the second part shall fail to pay the 1934 taxes when due, or any subse-quent taxes, then this contract shall stand nullified and void.
- 8. If the party of the second part shall fail to pay the interest on the Federal Land Bank debt on or before the first day of February, 1935, together with the principal due at that time, if it be exacted by the Federal Land Bank, then this contract shall stand nullified and void.
- 9. If party of the second part shall at any time fail to hay any installment of principal and interest due on the Federal Land Bank indebtedness and permit the same to be in default, or in the event he shall fail to pay any annual payment provided for in this contract then that shall ipso facto nullify and void this contract.
- 10. In the event this contract is nullified and voided on any of the ground hereinbefore stated, any sums theretofore paid by the party of the second part shall be considered and deemed as rent, and party of the second part shall not be entitled to any remuneration or accounting therefor
- 11. In the event this contract for any of the causes stated, or for any other reason, is nullified and voided party of the second part agrees to immediately give possession of said property to the party of the first part on ten days written notice of said nullification or voiding of this contract, and party of the first part is authorized to bring suit in unlawful detainer for possession of said property at the expiration of said ten day notice, without any other notice or demand for possession of any kind.
- 12. Party of the second part agrees that she will not out any timber of anycharacter or description on said property contrary to the rules and regulations of the Federal Land Bank, and that if she should do so, or if same should be done while she is in possession of said property under this contract, such act will at once hullify and void this contract.
- 13. It is the intention of the party of the second part to make improvements on said property and in the event she should do so, and this contract is rendered null and void for any of the reasons hereinbefore stated, or otherwise she is to receive no remaineration or pay for such improvements but they are to be considered also as rent for the use of said property up to and including the date of the rendering of the contract null and void.
- 14. In the event party of the second part should desire at any time to pay the indebtedness due as hereinbefore stipulated, she shall have that right and only interest up to the time of pay-ment shall be computed.
- 15. In the event this contract for any of the reasons hereinbefore stated or otherwise is nullified or voided party of the second part agrees to deliver possession of said property and the improvements thereon to the party of the first part in as good condition as they are now in usual weat and tear excepted, and also the destruction of or injury to said property by causes beyond the control of the partybof the second part.
- 16. It is further agreed that party of the second part is to keep the houses on said property insured in keeping with the requirements of the Federal Land Bank.
- 17. It is understood between the parties mereto that this property is rented for the calender year 1934, and party of the second part shall have no right whatsoever to any of the swelling houses or other improvements on said place or any land now in cultivation or pasture and now being used by the tenant of said place, and shall not have the right to do anything on said land or take possession of any part thereof except such portions as shall not interfere with the tights of said tenant, and as to what portions of said land party of the second part is to possess and use during the year 1934 shall depend upon her agreement with said tenant now on said farm.
- 18. It is understood and agreed that party of the first part is to have the rents on said property for the year 1934 and no part of same is to belong to the party of the second part.

Witness our hands and signed in duplicate this the 1st day of August, 1934.

Lida Wood
Party of the First Part.

Lula Barnett

ATTEST

Party of the Second Part.

Grace H Carter.

Filed for record in this office

September 8th 1934 at 4 o'clockmPM and duay recorded in deed record 97, page 537 and examined.

Cage Head, Judge of Probate