No Tax.

STATE OF ALABAMA)

JEFFERSON COUNTY)

This agreement this day made and entered into by and between J. M. C. Johnson and wife, Nora B. Johnson, hereinafter referred to and called parties of the first part, and R. B. Kent, hereinafter referred to and called party of the second part,

WITNESSETH:

WHEREAS, Parties of the first part are desirous of selling, and party of the second part is desirous of purchasing the hereinafter described real estate,

WITNESSETH:

Parties of the first part acknowledge receipt of the sum of Five Dollars (\$5.00) to them in hand paid by party of the second part, as part of the purchase price for the entire undivided interest of said first parties in and to said hereinafter described real estate.

As a further consideration for said purchase and sale parties of the first part agree to execute and deliver to party of the second part a warranty deed conveying to said second party the entire interest of said first parties in and to said hereinafter described lands for the consideration of Three Thousand Nine Hundred Seventy-Fight and 5/100 Dollars (\$3978.05) cash upon delivery of deed and merchantable title by said first parties to second party.

As a part of the consideration for this purchase and sale, first parties agree to furnish and deliver to second party an abstract of title from the Government down to the date of the closing of the deal, showing merchantable title in them to the hereinafter described real estate. Said abstract to be delivered to second party within ten days from the date of the execution of this instrument. Taxes to be prorated on date of closing, it being understood that first parties own 57% of the hereinafter described lands, and in the pro ration of the taxes, said taxes are to be prorated according to said percentage of ownership.

It is also expressly understood that second party shall be under no obligation to complete this purchase in event there is any failure on the part of those persons owning 43% of the hereinafter described lands executing and delivering to second party a warranty deed conveying merchantable title to second party, on or before Jan. 1, 1935 to their entire 43% interest in said lands, it being expressly understood that second party is making no agreement to purchase an undivided interest in said lands, or the undivided interest of said first parties to this agreement, unless and until those persons owning the 43% intererest in the hereinafter described land execute and deliver to second party a warranty deed conveying merchantable title to their interest therein at and for the sum of Two Thousand Five Hundred Twenty-one and 95/100 Dollars (\$2521.95), taxes to be pro rated by said other parties at the ratio of 43%.

It being expressly understood as a part of the consideration of this agreement that all the parties interested at present in the ownership of said lands shall deliver title, deeds and possession to second party as of January 1, 1935.

In the event of the failure of second parties and those parties who own 43% of said lands executing and delivering said deeds for the hereinabove expressed considerations to the hereinafter described land, conveying merchantable title to said lands to second party on or before January 1,1935, then this agreement is to be null and void. All expenses necessitated in perfecting said title shall be born by the first parties to this agreement.

The lands referred to in this agreement are situate in Shelby County and Jefferson County, Alabama, and approximate 391 acres, more accurately described as follows:

Those lands lying in Jefferson County, Alabama:

The $SW_{4}^{\frac{1}{4}}$ of the $SW_{4}^{\frac{1}{4}}$ of Section 34, Township 18, Range 2, also the $SE_{4}^{\frac{1}{4}}$ of Section 33, Township 18, Range 2, also the $NW_{4}^{\frac{1}{4}}$ of the $NE_{4}^{\frac{1}{4}}$ of Section 4, Township 19, Range 2; also all of that part of the $SW_{4}^{\frac{1}{4}}$ of the $NE_{4}^{\frac{1}{4}}$ of said Section 4 which lies north of the center of the Cahaba River; also all that portion of the $NE_{4}^{\frac{1}{4}}$ of the $NE_{4}^{\frac{1}{4}}$ of said Section 4 which lies north of the center of the Cahaba River, and also all that portion of the $NW_{4}^{\frac{1}{4}}$ of the $NW_{4}^{\frac{1}{4}}$ of Section 3, Township 19, Range 2 West, which lies north of the center of the Cahaba River.

The lands lying in Shelby County are more particularly described as follows:

The $SE_{4}^{\frac{1}{2}}$ of the $NW_{4}^{\frac{1}{2}}$ of Section 3, Township 19, Range 2; also the $SW_{4}^{\frac{1}{2}}$ of the $NW_{4}^{\frac{1}{2}}$ of Section 3, Township 19, Range 2; and all that portion of the $NW_{4}^{\frac{1}{2}}$ of the $NW_{4}^{\frac{1}{2}}$ of said Section 3, lying South of the center of the Cahaba River; also the $SE_{4}^{\frac{1}{2}}$ of the $NE_{4}^{\frac{1}{2}}$ of said Section 4, and all that portion of the $NE_{4}^{\frac{1}{2}}$ of $NE_{4}^{\frac{1}{2}}$ of said Section 4 lying south of the center of the Cahaba River; and also the $SW_{4}^{\frac{1}{2}}$ of the $NE_{4}^{\frac{1}{2}}$ of said Section 4, excepta fractional part in the southwest portion of said Quarter Section which lies south of the center of the Cahaba River.

It is understood that the lands lying in Shelby County some an are surface rights only, and remainder fee simple and in Jefferson County some in fee simple and remainder surface rights only.

Witness our hands and seals this 14th, day of November, 1934.

J. M. C. Johnson	(L.S.)
Nora B. Johnson	(L.S.)
PARTIES OF THE FIRST PART	
Raleigh B. Kent	_(L.s.)
PARTY OF THE SECOND PART	

WITNESS:

Meide Gibson

Filed in office for record this the Nov 23 1934, and duly recorded in Deed 2593 Page 572.

Fugene H. Hawkins, Judge of Probate.

Filed in this office for record December 7th, 1934, at 5 o'clock P.M. and duly recorded in Deed Record 98, Page 16, and examined.

Cage Head, Judge of Probate.