STATE OF ALABAMA ISHELBY COUNTY

This agreement of sale made this day by and between James Capps, Jr., herein designated as the seller, and H. W. Watts and wife, Clyde Watts, herein designated as the purchasers.

Witnesseth: That the said James Capps, Jr., does hereby agree to sell to the said H. W. Watts and wife, Clyde Watts agrees to purchase from the said James Capps, Jr., the following described real estate situated in Shelby County, State of Alabama, to-wit:

The West half  $(\mathbb{W}_{2}^{1})$  of the Southeast quarter  $(SE_{4}^{1})$  of Section Two (2), and the North half  $(\mathbb{N}_{2}^{1})$  of the Northwest quarter  $(NE_{4}^{1})$  of Section Eleven (11), all in Township Twenty four (24), North, Range Thirteen (13) East, containing One hundred (100) acres more or less, except a one-half interest in all mineral and mining rights in and under said property which has been heretofore reserved by the Federal Land Bank of New Orleans.

Also the following described personal property located on the above described real estate and situated in Shelby County, State of Alabama, to-wit:

All fencing; flowers; fruit trees and shrubbery; all loose lumber; all loose wire fencing; one horse mule; one young Black Angus bull (registered); one 2-horse wagon; one John Deere mowing machine; one set plow harness; one John Deere disc plow; one scratcher plow; two one-horse steel plows; one gangtooth harrow; two pigs.

The price of said property and the terms of said sale are as follows:

The price is \$2650.00 of which sum \$100.00 has been paid by the purchasers, the receipt whereof is hereby acknowledged, the balance of \$2550.00, les \$8.34 prorate of taxes owing by the seller for the current tax year and plus 4.21 insurance premium agreed to be paid by the purchasers, making the entire balance to be paid by the purchaser \$2545.87, which is payable \$300.00 per year, \$80.00 on the 15th day of October, 1940, and \$220.00 on the 15th day of each October, and \$220.00 on the 15th day of each November, until all of said indebtedness shall have been paid in full, each of said payments bears interest from date at the rate of six per cent. per annum, and each is evidenced by a separate promissory note payable on or before due date.

The property is to be conveyed subject to an easement to the Alabama Power Company, shown by deed recorded in Volume 101, at page 182, Records of Deeds in the office of the Judge of Probate of Shelby County, Alabama.

The seller warrants that he is seized in fee simple of a good and indefeasible title to said real estate, except ashereinafter set forth and will immediately put the purchasers in possession thereof, and then as much as \$550.00, including the above \$100.00, has been paid the seller will make and execute to the purchaser a warranty deed in the usual Alabama form containing only such exceptions as hereinafter set forth. Conditioned, however, upon the purchaser executing back to the seller a purchase money mortgage in the usual Alabama form securing the balance of the unpaid purchase price under the terms hereinafter set out.

It is understood between the seller and the purchasers that there is now an outstanding mortgage on and against said real estate executed by Ollie Thomas Chambers to The Federal Land Bank of New Orkeans, said mortgage being recorded in Volume 172, at page 585, Records of Mortgages in the office of the Judge of Probate of Shelby County, Alabama, on which there is a balanceowing of approximately \$750.00, and that said indebtedness is not in default and that said mortgage is not subject to foreclosure, and the seller hereby agrees and binds himself to comply at all times with the terms of said mortgage and not to permit or allow the same to become in default, and should the seller for any reason not comply with the terms of said mortgage, ten in that event, the purchasers shall have the right to pay any of the indebtedness due or in default under the terms of said mortgage, and the same shall be credited on the balance of the purchase price then owing under the terms of this contract.

It is further understood and agreed that the purchasers will at all times pay any and all taxes which become due and constitute a lien on and against said real estate when and as the same shall fall due. Upon his faulure to do so the seller may pay the same either charge the same against the purchasers as a payment then being due under the terms of this contract, or at his option declare this contract to be entirely null and void and repossess this property.

The Purchasers further agrees at all times to keep the improvements on said real estate insured against loss by fire and tornado for the full reasonable value thereof. Said policies to be payable to the seller as his intrest may appear under the terms of this contract.

The purchasers shall at all times take good care of all improvements on said real estate and not commit any waste of property, or allow the same to be done, and not to allow any liens of any character to accrue on said property without paying the same promptly when and as the indebtedness secured by said lien shall fall due.

At the time of making said deed referred to above to the purchasers the seller also agrees to execute a bill of sale to the above described personal property to the purchasers, and the mortgage, provided for, to be executed back to the seller shall be on and against the personal property as well as said real estate.

As a part of the consideration of this transaction the purchasers agree that the seller shall have the right and privilege of pasturing as many as ten head of cattle in the pastureon the above described real estate between the months of April and September of the two years 1940 and 1941 without any cost or charge by the seller to the purchasers. However, the purchasers are not in any manner to be responsible for said cattle.

It is further understood and agreed that any and all of the foregoing payments to be made to the seller by the purchasers may be paid on or before due date and the interest shall be charged only to the date of payment and that upon the payment to the seller of the entire balance of said purchase price the seller shall contemporaneously therewith pay off in full the above indebtedness secured by the mortgage to the Federal Land Bank of New Orleans.

In witness whereof, we have hereunto set our hands and seals, in duplicate, this the 13th

day of March, 1940.

Witnesses: Wm. J. Thornton

STATE OF ALARAMA SHELBY COUNTY

hereby certify that 50 Priviles Tax

L. C. WALKER,

JUDGE OF PROBATE

James Capps, Jr.

L. S.

H. W. Watts

Clyde Watts

L. S.

L. S.

has been paid on the - ithin instrument as required by

DW.

JEEFERSON COUNTY

STATE OF ALABAMA

I, Wm. J. Thornton, a Notary Public in and for said County, in said State, hereby certify that James Capps, Jr., whose neme is signed to the foregoing instrument, and who is known to me, acknowledged perfore me on this day that being informed of the contents of the instrument, he executed the same

voluntarily on the day the same bearthags. ALABAMA

SHELBY COUNTY Given under my hand and seal, this the 13th day of March, 1940. horoby cartify that

> 3.00 Privilac. has been paid on the .

instrument or require :"

Wm. J. Thornton, Notary Public

STATE OF ALABAMA

JEFFRSON COUNTY

L. C. WALKER, JUDGE OF PROBATE

I, Wm. J. Thornton, a Notary Public in and for said County, in said State, hereby certify that H. W. Watts and wife, Clyde Watts, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument,

they executed the same voluntarily on the day the same bears date.

DW.

Given under my hand and seal, this the 13th day of March, 1940. Filed in this office March 28, 1940 at 8 am and recorded in Mortgage Record 183 at page 187 and examined. L. C. Walker, Judge of Probate

Wm. J. Thornton, Notary Public