STATE OF ALABAMA

SHELBY COUNTY

This contract made between Walter B. Ozley, party of the first part, and Cecil Wells, party of the second part, - Witnesseth:

1. Party of the first part, on the first day of March, 1940, sold to party of the second part the following described property, situated in the Town of Calera, Alabama, viz:

Lots 1 to 16, inclusive, in Block 260, as per J. H. Dunstan's map of the Town of Calera, Alabama.

2. The consideration of said sale was twenty five hundred dollars, with twenty five dollars to be paid on April the first, 1940, with interest on the total indeptedness, and twenty five dollars per month on the first day of each month thereafter up to and including March 1, 1941, at which time party of the first part agrees to deed and convey said property to the party of the second part, under warranty of title, for the balance due, payable twenty five dollars per month, evidenced by notes and secured by mortgage, with interest payable on the first day of each month on the total balance due. The payments for the first twelve months are to be as follows:

April 4.5.	lst	1940	\$37.50
May	lst	1940	37.37
June	lst	1940	37.25
July	lst	1940	37.12
August	185	1940	37,00
September	lst	1940	36.87
October	lst	1940	36.75
November	lst	1940	36.62
December	lst	1940	. 56.50
January	lst	1941	36.37
February	lst	1941	36.25
March	lst	1941	36.12

- 3. Should party of the second part default in the payment of any monthly instalment this contract is subject to cancellation by party of the first part, on written notice to that effect. In the event this contract is cancelled before deed is executed then party of the sec nd part agrees to deliver possession thereof to party of the first part in as good conditionas the same is now, in, usual wear and tear excepted.
- 4. Party of the second part agrees to keep the dwelling house on said property insured for at least three fourths of its value, and during the first twelve months of this agreement the policy is to be issued in the name of party of the first part, and thereafter with loss payable clause to party of the first part.
 - 5. Party of the second part agrees to pay the 1939 taxes and also the taxes for 1940.
- 6. In the event party of the first part cannot or does not furnish abstract showing good and merchantable title to said property he is to refund to party of the second part the interest and taxes paid but not the monthly payments, which are to be construed as rent.
- 7. Should party of the second part not carry out this agreement and purchase said land then whatever he may have paid during the first twelve months of this contract, including the twenty five dollars payable monthly, the interest and taxes, shall be considered rent.

In witness whereof the parties hereunto, together with their respective wives, set their hands and seals in duplicate on this the 4th day of April, 1940, The wifes of said parties join in the execution of this contract for the purpose of waiving the doer and homestead and other rights they may have in regard to the land embraned herein.

W. B. Ozley
Bernice Ozley
Party of the first part

Cecil R. Wells
Myrtle Wells
Party of the second part

- Lander Charles and the

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THE STATE OF ALABAMA COUNTY OF JEFFERSON

I, C. L. Waldrop, a Justice of the Peace in and for said County, in said State, hereby certify that Walter B. Ozley and wife, Bernice Uzley 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 the conveyance, they executed the same voluntarily on the day the same bears uate.

Given under my hand and seal of office this the 5th day of April, 1940.

C. L. Waldrup, Justice of the Peace

THE STATE OF ALABAMA COUNTY OF JEFFERSON

I, C. L. Waldrup, a Justice of the Peace in and for said County, in said State, do hereby certify that on the 5 day of April, 1940, came before me the within named Bernice Ozley, known to me to be the wife of the within named Walter B. Ozley, who, being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

In witness whereof I have hereunto set my hand and seal this the 5 day of April, 1940.

C. L. Waldrup, Justice of the Peace

THE STATE OF ALABAMA COUNTY OF SHELBY

I. Gordon DuBose, a Notary Public in and for said County, in said State, hereby certify that Cecil Wells and wife, Myrtle Wells 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 4th day of April, 1940.

Gordon DuBose, Notary Public

THE STATE OF ALABAMA COUNTY OF SHELBY

I, Gordon DuBose, a Notary Public in and for said County, in said State, do hereby certify that on the 4 day of April, 1940, came before me the within named Myrtle Wells, known to me to be the wife of the within named Cecil Wells, who, being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

In witness whereof I have hereunto set my hand and seal this the 4 day of April, 1940

Gordon DuBose Notary Public

L. C. Walker, Judge of Probat.

Filed in this office April 8, 1940 at 11 am and recorded in Deed Record 108 at page 220 and Examined.

STATE OF ALABAMA SHELBY COUNTY hereby certify that 8 DO Privilage Tax has been paid on the * ithir instrument as required by BW.

L. C. WALKER,

JUDGE OF PROBATE

STATE OF ALABAMA SHELBY COUNTY

5 J. 75 Frivilage Tax has been paid on the within instrument as required by aw.

L. C. WALKER, JUDGE OF PROBATE

I heraby ourlify that