

SALE CONTRACT #211

REAL ESTATE BIRMINGHAM, ALA. Oct. 14, 1941

The undersigned hereby agrees to sell, and the undersigned hereby agrees to purchase the following described real estate in fee simple on terms stated: SW $\frac{1}{2}$ of NE $\frac{1}{4}$ except 4 acres off North side of Section 18 Township 21 Range 1 West, Shelby County, Alabama.

The purchase price is to be \$650.00 payable \$100.00 as earnest money and part of the purchase price, receipt of which is hereby acknowledged, and the remainder, payable \$450.00 upon closing this sale and purchaser to execute a first mortgage in the amount of \$100.00 payable in one year at 6 % interest and payable on or before its due date.

The purchaser agrees to purchase the property at the price and on the terms hereinabove stated.

Said property being handled by Thornton Realty Co., agents, which agency has authority from seller to sell same. Seller to pay a commission of \$100.00 making this sale to Thornton Realty Co.

The seller is to furnish abstract of title, brought down to date, or title insurance policy, said title to be good and merchantable, otherwise the earnest money is to be refunded.

Taxes for the current year are to be paid by seller. 1942 taxes to be paid by purchaser, if Mortgages, is any, is to be paid and satisfied by seller.

Insurance and rents are to be pro rated between seller and purchaser as of the date of passing of title.

In the event the purchaser fails to carry out and perform the terms of this agreement, he shall forfeit the above mentioned earnest money as liquidated damages for such failure or refusal, provided seller will agree to cancel within contract, and the earnest money so forfeited shall be divided equally between the seller and the agent.

The trade is to be closed within 10 days from delivery of abstract to purchaser, or as soon thereafter as merchantable title can be effected, and conveyance is to be made by warranty deed.

We hereby agree to purchase the above described property according to the terms and conditions stated above.

Clyde P. Crossfield, Purchaser ✓

Witness: R. A. Jemison

Mrs. Lorence Crossfield Purchaser

We hereby approve this sale on the terms and conditions as stated above.

Filed for record in this office the 16th day of October, 1941 at 2 PM and recorded in Mortgage Record #187 on page 405 and examined.

L. C. Walker, Judge of Probate.

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
\$ 50 Privilege Tax
has been paid on the within
instrument as required by
law,
L. C. WALKER,
JUDGE OF PROBATE

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
\$ 45 Privilege Tax
has been paid on the within
instrument as required by
law,
L. C. WALKER,
JUDGE OF PROBATE

90¢ due