

#194 A

AGREEMENT

STATE OF ALABAMA (\$2.75 Federal Stamp Cancelled on this deed)

CHILTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, That this agreement made and entered into by and between R. C. Williams, party of the first part and J. T. Lowery, party of the second part.

Witnesseth as follows:

The party of the first part is the owner of the following described real estate, situated in Shelby County, Alabama;

A certain tract or parcel of land in the Southeast Quarter of the Northeast Quarter of Section 35, Township 20, Range 3 West, more particularly described as follows: Commence at the intersection of the south line of the above named forty with the eastern margin of the right-of-way of the L & N Railroad North bound track, thence in a northerly direction along the eastern margin of said right of way 59 feet for a point of beginning of the lot herein conveyed; and from said point of beginning run in a northerly direction along the eastern margin of said railroad right of-way 150 feet, thence east 69 and 2/3 yards, more or less, to the western margin of the right of way of the Birmingham-Montgomery highway, thence in a southerly direction along the western margin of said highway 150 feet, thence west 69 and 2/3 yards, as shown by deed recorded in Vol. 110 at Page 519 in the office of the Judge of Probate of Shelby County, Alabama.

That the party of the first part has agreed to sell said property and all improvements thereon, which consists of a gasoline filling station, to the party of the second part, for the sum of Two thousand dollars, with four per-cent interest on the unpaid balance from the date of execution of this instrument, said payment to be made at the rate of Twenty Dollars per month, the first payment to be made on the first day of March, 1942, and a payment of Twenty dollars to be paid on the first day of each month thereafter until said principal sum of Two thousand Dollars with four per cent interest thereon is paid in full; that is, the party of the second part agrees and obligates himself to pay to the party of the first part the sum of Twenty Dollars cash with the execution of this agreement and the sum of twenty dollars each month thereafter, commencing March 1st, 1942 and Twenty dollars on the 1st day of each month thereafter, through and including the month of September, 1951, and all of said payments being in the sum of Twenty dollars, except the last payment, and the same being in the sum of \$21.12, the total amount to be paid under this agreement being \$2321.12.

The party of the second part agrees to pay all taxes and other legal assessments of every kind and description that may be made against said premises and shall not permit the same to be or become in default and the party of the second part also agrees to insure the main building on said premises against loss by fire and tornado in some reputable insurance company, in an amount not less than Fifteen Hundred Dollars, with a loss clause payable to the party of the first part, as his interest may appear, and in the event that the party of the second part shall fail to have said property so insured or to pay the premium thereon, or in the event the same shall become in default, the party of the first part may so insure said property or pay the premium of said insurance, and the cost of the same shall become an additional amount to be paid under this contract.

It is further agreed by and between the parties that the party of the first part upon the payment of all the indebtedness and purchase price of said property, provided party of second part with the interest thereon as herein provided, and shall pay all of said monthly payments, as herein provided, and shall perform all the other terms and conditions of this agreement, then the party of the first part shall execute and deliver to the party of the second part, a good and merchantable title to the lands hereinabove described, it being distinctly understood, however, that said deed is not to be executed and delivered unto the party of the second part until the payment of all indebtedness secured hereby and the



performance of all the conditions of this contract by the party of the second part; it is further agreed that all of said monthly payments shall become due on the 1st day of each month, provided, however, this contract shall not be in default as to said payments for a period of thirty days after the same becomes due, but in the event said payments are in default for thirty days, then the party of the first part may, at his option, declare this contract and all rights thereunder forfeited and apply all payments made to the party of the first part under this contract to the rent of said premises, and all payments so made shall be deemed and considered by the parties as rent for said premises.

The party of the second part further agree, at their own expense, to make all the necessary repairs to said property, but no material changes or additions shall be made to said property without the consent of party of the first part.

It is further understood and agreed that said premises are to be used for a gasoline filling station and living quarters by the party of the second part and that the party of the first part is now engaged as a jobber in gasoline and oils, and as a part of this agreement and contract, the party of the second part agrees to buy from the party of the first part, and dispense and sell only the gasoline and oils sold or dispensed by the party of the first part, during the life of this contract, that is the party of the second part agrees to purchase from the party of the first part and to dispense and sell only the kind of gasoline or oils the party of the first part may be handling or dispensing during the life of this contract.

It is further agreed that the party of the second part may pay any one or more of said monthly payments prior to their maturity and in said event, the party of the second part shall be given credit for unearned interest thereon.

It is further agreed that either the party of the first part or the party of the second part may sell, transfer, or assign their right, title, or interest in and to this contract or the subject matter of this contract and the purchaser of the same shall inure to all the right, title, interest, and benefit or the seller, and shall also be subject to all the liabilities and obligations of this contract.

The party of the second part agrees to commit no waste of said property or permit the same, or in the event of the breach of the above contract, to deliver possession of said premises to the party of the first part, his executors, administrators, or assigns.

The wife of the party of the first part and the wife of the second part join in the execution of this agreement.

Executed in duplicate this 24th day of June, 1942.

R. C. Williams L.S.

Nora S. Williams L.S.

J. T. Lowery L.S.

Lola Lowery L.S.

Notary  
Seal

STATE of Alabama

Chilton County

I, Percy M. Pitts, a Notary Public in and for the State and County aforesaid, hereby certify that R. C. Williams and wife Nora S. Williams, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day, that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand this 24th day of June, 1942.

Notary  
Seal

Percy M. Pitts  
Notary Public  
Chilton Co., Ala.

State of Alabama

Shelby County

I, Percy M. Pitts, a Notary Public in and for the State and County aforesaid, hereby certify that on the 24th day of June, 1942, came before me the within named Nora S. Williams, known to me to be the wife of the within named R. C. Williams, who, after being examined separate and apart from the husband, touching her signature to the within agreement, acknowledged that she signed the same of her own free will and



accord, and without fear, constraints, or threats on the part of her husband.

In witness whereof, I hereby set my hand this 24th day of June, 1942.

Percy M. Pitts  
Notary Public

State of Alabama,

Shelby County

I, K. B. Nickerson, the undersigned authority in and for said State and County, hereby certify that on the 25 day of June, 1942, came before me the within named J. T. Lowery and wife Lola Lowery whose names are signed to the for going instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of this agreement they executed the same voluntarily on the day the same bears date.

Given under my hand this 25 day of June, 1942.

K. B. Nickerson

State of Alabama

Shelby County

I, K. B. Nickerson the undersigned authority in and for said State and County, aforesaid, hereby certify that on the 25 day of June, 1942 came before me Lola Lowery known to me or made known to me to be the wife of J. T. Lowery, who being examined separately and apart from her husband touching her signature to the within agreement, acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of her husband.

In witness Whereof, I hereby set my hand this 25 day of June, 1942.

K. B. Nickerson

Filed in the office of the Probate Judge the 27th day of October, 1942 at 4 o'clock P. M. and recorded in the Deed Record 114 on page 77 this the 16th day of November, 1942.

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  
\$3.60 Privilege Tax  
has been paid on the within  
instrument as required by  
law.

L. C. WALKER,  
JUDGE OF PROBATE

L. C. Walker,

Judge of Probate