AGREEMENT

#221

STATE OF ALABAMA

SHELBY COUNTY

This agreement made and entered into this 15th day of September, 1943 by and between H. L. Crim and wife, Jessie Carr Crim, hereinafter called party of the first part, and A. E. McDonough, hereinafter called party of the second part witnesseth:

That the Party of the First Part hereby agrees to bargain and sell to the Party of the Second part at and for the sum of One Thousand, Eight Hundred (\$1,800.00) Dollars to be paid as hereinafter stated the following described lot or parcel of land situated in the Town of Calera, County of Shelby, State of Alabama, viz:

Lots Numbers Eleven and Twelve of Block Number Two Hundred and Sixty-seven as per Dunstan's map and survey of the Town of Calera, Alabama.

The Party of the Second Part agrees and promises to pay to the Party of the First Part the said sum of One Thousand, Eight Hundred Dollars as follows: Four Hundred (\$400.00) Dollars cash, the receipt of which the Party of the First Part does hereby acknowledge, and the balance, with interest from this date at eight percent per annum, payable in successive monthly installments of Twenty-five (\$25.00) Dollars commencing on the 15th day of October, 1943, and continuing until all of said sum of \$1,400.00, with interest thereon at the rate hereinabove specified, shall have been paid in full. The Party of the Second Part waives, as to the payment of the indebtedness hereby created, or any renewal thereof, all right of exemption under the Constitution and laws of Alabama as to personal property, and he agrees to pay all costs of collecting said indebtedness, including a reasonable attorney's fee, whether the same be collected by suit or otherwise.

The Party of the Second part shall pay all taxes and assessments on said propety of every kind beginning with the year 1944, or, if paid by the Party of the First Part, the same shall be considered as advances to the Party of the Second Part, to be repaid with interest thereon, upon demand.

The Party of the First Part hereby agree and bind themselves, their heirs executors, and administrators, upon payment of said purchase money and amounts advanced for taxes, etc., with interest thereon, and the full compliance with all the terms thereof, to execute to the Party of the Second Part, his heirs and assigns, a good warranty title, free from encumbrance, to the said lot or parcel of land, except as herein indicated.

The Party of the Second Part agrees that in case of failure to pay any of said installments when due, or in case of said Party of the Second Part's failure to comply with any term of this agreement, or in case of failure to comply with any promise or agreement herein obtained, then, and in either event, the Party of the First Part shall have the right to annul this agreement, and in such event, the Party of the Second Part shall

become the tenant of the said Party of the First Part, and said Party of the First Part shall be entitled to the immediate possession of said property described herein, and may take possession thereof, and may eject the said Party of the Second Part by an action of unlawful detainer, and shall retain all the monies paid under this agreement by the Party of the Second Part as rent of the premises, (said amount being hereby agreed and declared by said parties to be the rental value of the premises).

And for the further purpose of securing the payment of said indebtedness, the Party of the Second Part does hereby agree to keep said property insured against fire and windstorm for the Party of the First Part in the sum of One Thousand, Four Hundred (\$1400.00) Dollars, and deliver the policy to the said Party of the First Part; and should the said Party of the Second Part fail to insure said property, then the Party of the First Part is hereby authorized to do so, and the premiums so paid by him shall be and constitue a part of the debt secured hereby.

IN TESTIMONY WHEREOF, the said Parties of the First and Second Parts have hereunto set their hands and seals, in duplicate, this 15th day of September, 1943.

H. H. Crim

(Seal)

Jessie Carr Crim

(Seal)

Parties of the First Part

(Seal)

SEAL

Albert E. McDonough Party of the Second Part

STATE OF ALABAMA

COUNTY OF LAWRENCE

I, S. V. Nutt, a Notary Public in and for said County in said State, hereby certify that H. L. Crim and Jessie Carr Crim, whose names are signed to the foregoing contract and who are known to me, acknowledged before me on this day that, being informed of the contents of the contract, they executed the same voluntarily on the day the same bears date.

Given under my hand this 15 day of September, 1943.

S. V. Nutt Notary Public

STATE OF ALABAMA

COUNTY OF ALABAMA

I, Dixon B. Jones, a Notary Public and Ex. Off. Justice Peace in and for said County in said State, hereby certify that A. E. McDonough, whose name is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he executed the same voluntarily on the day the same bears date.

Given under my hand this 18 day of September, 1943.

Dixon B. Jones, Notary Public Ex. Off. Justice Peace

Filed for record in this office on the 1st day of November, 1943, at nine o'clock A. M. and duly recorded in Deed Record Vol. 117 on page 408.

L. C. Walker, Judge of Probate

STATE OF ALABAMA SHELBY COUNTY

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instrument as required by

L. O. WALKEN.

STATE OF ALABAMA.

BHELBY COUNTY

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instrument as required by

L. O. WALKER,
JUDGE OF PROBATE

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