BILL OF SALE

13/2

Gulledge-Farris Realty Co.

Birmingham, Alabama March 26, 1945.

'The Undersigned hereby agrees to sell and The undersigned hereby agrees to purchase the following described real estate, situated in Jefferson County, Alabama, on the terms stated below:

339 Acres, more or less. Shelby County, Ala. and known as the Jones Place, and lying west of the Siluria-Montevallo Road.

The \Purchaser Price shall be \$10,000.00, payable as follows:

Earne'st money, receipt of which is hereby acknowledged	500.00
Cash on closing thissale	2,500.00
The execution of a first mortgage in the amount of \$6,000.00, bearing interest	• •
at 6% and all interest to be paid annually, and a payment on the principal of \$600.00 to be made annually. The purchaser to have the right to prepay any	
or all of mortgage on any annual date	6,000.00
The purchaser to pay sales Commission of	1,000.00

Seed sowen and on hand.

3 bushel seed potatoes, 200 lb clover seed, labor \$500.00 Cattle to stay on pasture 30 to 60 days

The undersigned Seller agrees to furnish Purchaser an abstract of title, commencing and assuming title at a point generally accepted by local practice, duly extended to date, showing good and merchantable title free from encumbrances, unless herein excepted; or, if said title is alleged to be unmerchantable by the Purchaser, then Seller may elect to furnish a title insurance policy insuring the Purchaser to the amount of the market value of the property as determined by this contract, against loss on account of any defect or encumbrance in the title; otherwise, the earnest money shall be refunded.

Said property is dold and is to be conveyed subject to all restrictions and easements of record and zoning ordinances pertaining to said property; also existing leases, which are to be transferred to the Purchaser, subject to any present rental commission agreements thereon.

The taxes, rents, insurance and accrued interest on the mortgages, if any, are to be prorated between the Seller and the Purchaser as of the date of delivery of the deed, or lease sale contract, and any advance payments to mortgagee for taxes, insurance, or FHA insurance premium shall be returned to the Seller by the Burchaser.

The sale shall be closed and the deed delivered within 30 days from the date he reof, except that

the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to said property. Possession is to be given on delivery of deed, if the property is then vacant; otherwise possession shall be delivered:

The undersigned owners agree to pay Gulledge-Farris Realty Co. as their agents, as compensation for negotiating this sale, the sales commission provided under the schedule of commissions adopted by the Birmingham Ral Estate Board and now in force.

In the event the Purchaser fails to carry out and perform the terms of this agreement the earnest money, as shown herein, shall be forfeited as liquidated damages at the option of the Seller, provided that the Seller agrees to the cancellation of this contract, and said earnest money so forfeited shall be divided equally between the Seller and the Agent.

The Seller agrees to convey said property to the Purchaser by- - - - - - - - - warranty deed, free of all encumbrances, except as hereinabove set out.

This contract states the entire agreement between the parties and merges in this agreement all statements, representations and covenants heretofore made, and any other agreements not incorporated herein are
void and of no force and effect.

Witness to Purchaser's Signature:

J. C. Sargeant, Jr. (SEAL)
(Purchasers)

Witness to Seller's Signature;

C. E. Jones

(SEAL)

Filed in the office of the Probate Judge the 4th day of April, 1945 at 3 o'clock P.M. and recorded in the Deed Record 121 on page 8 on this the 4th day of April, 1945.

COMPLEY COUNTY.

mariji (m. 1946) Mariji Mariji (m. 1946)

has been said or the within

low.

L. C. WAR KER

BHELBY COUNTY.

Hereby warily that

bos bosa paid co the withir lostrument as required to

SUDGE OF PROSE

L.C. Walker,

Judge of Probate