2031

STATE OF ALABAMA
SHELBY COUNTY

CONTRACT OF SALE

THIS AGREEMENT, Entered into on this 22nd day of June, in the year 1929, between the Alabama Lime & Stone Corporation, of Birmingham, Alabama, party of the first part, and E. P. Findley, of No. Street, City of Calera, State of Alabama, party of the second part.

WITNESSETH: That for and in consideration of the amount of \$60.00 cash in hand paid, the receipt whereof is hereby acknowledged, and the further sum of \$240.00, which the party of the second part agrees to pay to the party of the first part, and which is evidenced by the 24 promissory notes of the party of the second part each of which is of the date of this instrument, and which are in sums as follows: Twenty-four promissory notes of even date hrewith for \$10.00 each, the first due on July 22, 1929 and one on 22nd of yeach month thereafter until all are paid in full a lien for payment of same is hereby retained—all drawing 6% int. from date. a lien for which is hereby retained.

all of which notes bear interest at the rate of 6 per cent per annum from date.

The party of the first part does hereby agree to sell to the party of the second part, and the party of the second part agrees to buy that lot or parcel of land lying and being in Shelb y County, Alabama, and being described as follows, to-wit:

Lots 15 and 16 in block 274, Dunstan, map of Calera, Shelby County, Ala.

This agreement of sale is made on the following terms, stipulations, conditions, that is to say:

- (1) If the party of the second part shall well and truly pay each of the notes herein described on or before its maturity and shall pay all other sums herein agreed to be paid on or before their maturity or when agreed to be paid, when all such sums shall have been fully paid, the party of the first part will execute and deliver to the party of the second part a deed containing general covenants of warranty conveying the lot or parcel of land herein described to the party of the second part;
- (2) The party of the second part shall pay all taxes and assessments of whatsoever nature or description levied against the lots or parcels of land herein described on or before the same shall become delinquent, and should the party of the second part fail to so pay such taxes and assessments, the party of the first part may pay them, and the amount or amounts so paid, together with the interest thereon from the date of payment shall become an obligation of the party of the second part, and the party of the second part shall pay said amount or amounts to the party of the first part before said deed shall be made to him;
- (3) This contract may be assigned with the permission of the party of the first part endorsed hereon in writing;
- (4) Should the party of the second part fail to pay any note herein described on or before its maturity or within 30 days thereafter, or fail to keep and perform any other stipulations and agreements herein contained, then and in any such event, the party of the first part may declare his contract to be at an end, and of no further force and effect, and all payments theretofore made to the party of the first part as herein provided shall be forfeited to the party of the first part and the party of the second part shall have no right to claim any credit for any such payments or to recover the same of the party of the first part.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed these presents on the date herein first written, the party of the first part having authorized and procured the same to be executed by its President or Vice President under and by a Resolution of its Board of Directors.

CORPORATE SEAL

ALABAMA LIME & STONE CORPORATION

W.J. Findley

BY E. T. Schuler Pres.

(L.S.)

Filed in the office of the Probate Judge the 16th day of July, 1945 at 2 o'clock P.M. and recorded in the

Deed Record 121 on page 333 on this the 17th day of July, 1945

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GTATE OF ALABAMA: L.C.

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G. G. WALKER, STRONG OF PROBATE

E. C. WALKER