

4359

COPY for Purchaser, see legal discription on back of contract in full.

VANDERBURG REALTY COMPANY
REAL ESTATE SALES OR EXCHANGE CONTRACT

Ensley, Ala., June-21st, 1948

The undersigned hereby agrees to sell and the Undersigned hereby agrees to purchase the following described real estate on the terms stated herein, to-wit: 40 acres more or less improved with 6 room Dwelling house, Frame with metal roof, kitchen sink, included with sale in one Butane Gas Cook Stove with Tank and supply lines to Kitchen, Out Building as follows, feed house with cellar, 3 stall barn with feed room, Chicken House with Brooder room attached, all fences and cross fences, all improvements in its as its condition, located on Highway 31 around 2 miles north of Calera, Ala, in Shelby County, Alabama, Place known as the Mack Thomas, and Elma Lee Thomas place, located in NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 4, Township 22, Range 2 west in Shelby County, Alabama.

Purchase price to be \$5000.00 payable as follows

Paid on signing contract as earnest money and as part of the total purchase price \$100.00

To be paid on closeing sale as balance of cash payment \$1900.00

Balance is to be secured by purchaser getting loan on property for the balance

with loan connection of his choice \$3000.00

Total as shown above \$5000.00

This sale will be closed after sale on Charles M. Sessions property has been closed out in Ensley Ala. at 2901 Ave C. as this is the source of cash payment on this land.

The sellers are to furnish abstract of title brought down to date, or title insurance policy, said title to be good and merchantable, otherwise earnest moeny is to be refunded, in the event the purchaser fail to carry out and perform the terms of this agreement, said purchasers shall forfeit the above mentioned earnest money as liquidated damages for such failure or refusal, provided sellers will agree to cancel within contract and the earnest money so forfeited shall be divided equally between seller and the agent. Earnest moeny to be held by agent until sale is closed.

Taxes, interest or mortgages, insurance and rents, to be prorated between sellers and purchasers as of the date of passign of title.

The trade is to be closed within 60 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.

Possession to be given on closeing sale

For services rendered, owners agree to pay the above agent the 10% commission on their respective properties.

Approved by Purchasers

Approved by Seller

Charles M. Sessions Purchaser

Mack C. Thomas (Seller)

Edith J. Sessions Purchaser

Elma Lee Thomas (Seller)

Salesman B.V. Vanderburg Sr 8-1636 No 2012 Ave F. Ensley, Ala.

Filed in the office of the Probate Judge on the 19th day of August, 1948 at 10 o'clock A.M. and recorded in the Deed Record 134 on page 405 on this the 19th day of August, 1948.

L.C. Walker,

Judge of Probate

No Tax due on this Instrument