#4427

TOM BONNER REALTY COMPANY 2109 First Avenue, North Birmingham, Alabama

Birmingham, Alabama May 10th, 1948

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

228 acre more or less being located 2 miles from Calcis on the Kendricks Mill Road being located in Shelby County. Alabama, and being known as William Taylor farm

The Purchase Price shall be \$2,800.00, payable as follows:

Earnes I money, receipt of which is hereby acknowledged

\$ 300.00

Cash on closing this sale

\$2,500.00

Total

\$2,800.00

Deed to be made to:

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 a title insurance policy, issued by company qualified to insure titles in Alabama, 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 exmest money shall be refunded.

Said property is sold and is to be conveyed subject to any mineral and mining rights not owned by the undersigned Seller and also zoning ordinances pertaining to said property; also existing leases, which are to be transferred to the Purcha er, subject to any present rental commission agreement thereon/.

The taxes, rents, insurance and accrued interest on he mortgages, if any, are to be protated 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 of FHA insurance premium shall be returned to the Seller by the Purchaser.

The sale shall be closed and the deed delivered on or before 30 days from the date hereof, 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 waant; otherwise possession shall be delivered:

The undersigned owners agree to pay Tom Bonner Realty Company, as their agents, as compensation for negotaiating thissale, the sales commission provided under the schedule of commissions adopted by the Birmingham Real 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 agent.

The Seller agrees to convey said property to the Purchaser by general warranty deed, free of call 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.

Purchasers

Joseph C. Noser

(SFAL)

Sellers

(S ML)

Wm. Taylor

(SEAL)

Mrs. Evalyn Taylor

(SEAL)

Filed in the office of the Probate Judge on the 26th day of August, 1948 at 3 o'clock P.M. and recorded in the Deed Record 134 on page 459 on this the 27th day of August, 1948. L.C. Walker, Judge of Probate