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STATE OF ALABAMA

SHELBY COUNTY

This agreement made between Ted G. Bolton and Alberta McGill Jones, witnesseth:

Said Bolton is selling to said Jones the following described real estate situated in Shelby

County, Alabama, viz:

The south two-thirds of the Northeast quarter of the Northwest quarter and that part of the south two-thirds of the Northwest quarter of the Northeast quarter which lies West of the right of way of U.S. Highway 31, known as the Birmingham-Montgomery Highway of Section 4, Township 22 South, Range 2 West. Containing 42 acres, more or less.

and

Whereas deed has been executed and delivered conveying the aforementioned property to said Jones subject to a defect in the title arising out of a bill in equity to sell said land for division among the joint cowners, complainant being Walter Buford, et. al, and respondent therein being James M. Wilson. It has developed that said James M. Wilson was in the armed services of the nation at the time said bill was filed and while the proceeding went on to a final decree, and L.C. Walker became the purchaser and Register's deed was executed and delivered to him conveying said property, and in said proceedings the provisions of what is commonly referred to as Soldiers and Sailors Relief Bill were not complied with, and said decree of sale is either void, or at least voidable.

Said property is being sold for \$7,000.00, of which \$1,000.00 has been paid in cash on the closing of this deal and the grantee in said deed assumes a prior mortgage to L.C. Walker, the balance of principal payments being \$3,050.00 and interest in the sum of \$246.93 to date on said balance, and said Jones executed a mortgage to said Bolton to secure the balance of said purchase price in the sum of \$2,950.00 payable \$50.00 per month beginning December 15, 1950— there being 59 of said notes secured by said mortgage, each bearing interest at 5%per annum from date.

Said Bolton being desirous of protecting the grantee in the present deal against said defect places in escrow the last twenty of said notes secured by said mortgage, which will be held by the law firm of Ellis & Fowler for the purposes herein agreed upon.

Bolton agrees to undertake to perfect title from said defect by procuring quit-claim deed from said James M. Wilson, or by such other method that will remedy said defect, and in the event he does so by the time the other notes held by him have been paid, or before that time, said Ellis & Fowler are to return said notes held in escrow to him. In the event, he does not remedy said defect said Jones will have the right to do so, charging said Bolton with a reasonable attorney's fee and expense necessary to remedy said defect and the balance of said notes shall be payable to said Bolton.

In Witness Whereof, We have hereunto set our hands in duplicate this the 16th day of November, 1950.

Witness: Handy Ellis

Ted G. Bolton

Witness: Handy Ellis

Alberta McGill Jones

November

Filed in the office of the Probate Judge the 17th day of December, 1950 and Fecorded in December 1950.

Do page 193 on this the 12th day of December, 1950.

L.C. Walker,

NO T AX DUE ON THIS INSTRUMENT

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