

STATE OF ALABAMA

SHELBY COUNTY

WHEREAS, J. L. Fancher, an unmarried man desires to sell and Frank Thiemonge, Jr. desires to purchase certain real estate situated in Shelby County, Alabama.

WHEREAS, the said J. L. Fancher and his predecessors in title claim to have been in possession of the following described property for approximately 45 years, but through some inadvertance, the deeds failed to cover said land. Said land being described as follows:

Begin at the southeast corner of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 9, Township 24, Range 12 East and run north along said forty acre line 1320 feet to the northeast corner of said forty acres; thence along the north line of same south, 84 degrees 10 minutes west, 63.7 feet to the center line of old Montevallo and Selma dirt road; thence along the center of said road south, 4 degrees and 45 minutes east, 360 feet; thence continue along the center of said road south, 13 degrees and 45 minutes east, 104.3 feet; thence continue along the center of said road, south, 9 degrees 45 minutes east, 103.5 feet; thence continue along the center of said road south, 17 degrees and 45 minutes east, 93 feet to the south line of said forty acres; thence along same east 93 feet to the point of beginning; being situated in Shelby County, Alabama.

WHEREAS, Edward E. Rogers and Ethel L. Rogers have a record title to said land. Whereas J. L. Fancher has approached the said Mr. & Mrs. Rogers regarding a quit claim deed to said land. It seems that there may be some delay in obtaining said deed. Whereas the said J. L. Fancher desires to make a conveyance of said land with the understanding that he will obtain said deed within 6 months from the date of the execution of this agreement. In the event he fails to obtain said deed from Mr. & Mrs. Rogers, he will forfeit the sum of \$200.00 to Frank Thiemonge, Jr., which said \$200.00 the said Frank Thiemonge, Jr. is to withhold out of the purchase price for the land being sold by J. L. Fancher and is to deposit the same with attorney, Karl C. Harrison. In the event J. L. Fancher obtains said deed from the Rogers within said six months, then said \$200.00 is to be paid to the said J. L. Fancher. Whereas the said Frank Thiemonge, Jr. desires to purchase said land under said terms and conditions.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the said J. L. Fancher agrees to be bound by and carry out the terms of this agreement and for said consideration, the said Frank Thiemonge Jr. does agree to be bound by and carry out the terms of this agreement.

Executed in duplicate this the 12 day of August, 1950.

Mark Harrison

J. L. Fancher
J. L. Fancher

Witnesses

J. L. Fancher

Witnesses

Frank Thiononge, Jr.
Frank Thiononge, Jr.

Filed in the office of the Probate Judge on the 15 day of Dec 1952 at 2 o'clock P M
and recorded in Deed Book 157 Page 36 this 17 day of Dec 1952.
Deed Tax _____ Mortgage Tax _____ has been paid.

L.C. Walker, Judge of Probate