

2499

UNIFORM REAL ESTATE SALES CONTRACT
Adopted by Birmingham Real Estate Board, May, 1951

BOOK 172 PAGE 179

Birmingham, Alabama, 2-15-1955

The undersigned, W. T. Witt hereby agrees to purchase and
Mrs. F. M. McCoy, the undersigned hereby agrees to sell
the following described real estate, situated in Jefferson County, Alabama, on the terms stated below:

The South east quarter of the North East Quarter of Section 8,
Township 18, Range 2 East as recorded in the Office of The Judge of
Probate, Shelby County, Alabama. Also in the north West quarter of
the South East Quarter of Section 5, Township 18, Range 2 East. Begin
at an Oak tree on the Columbiana Road; run west 420 feet, thence south
210 feet, thence East 420 feet, thence North 210 feet to the point of
beginning. Said plot being located in Shelby County, Alabama.

The Purchase Price shall be \$ 100.00, payable as follows:

Earnest money, receipt of which is hereby acknowledged \$ 25.00
Cash on closing this sale \$ 75.00
Total 100.00

"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 a good and merchantable title, free of encumbrances, unless herein
excepted; or, at seller's election, a title insurance policy issued by company qualified to insure titles in Alabama, in the amount
of the purchase price, insuring the purchaser against loss on account of any defect or encumbrance in the title, unless herein
excepted, and in the event an abstract of title is furnished and the title to said property is alleged to be unmerchantable by the
purchaser, or purchaser's attorney, then seller may elect to furnish such title insurance policy, by a company qualified to insure
titles in Alabama; otherwise, the earnest 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 Purchaser, subject to
any present rental commission agreements thereon.

The taxes, rents, insurance and accrued interest on the mortgages, if any, are to be prorated 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, in-
surance, or 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 vacant; otherwise possession shall be delivered:

The undersigned owners agree to pay _____ as their agents, as compensation
for negotiating this sale, 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 the Agent.

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

Witness to Purchaser's Signature:

W. T. Witt (SEAL)
Purchaser

Purchaser (SEAL)

(SEAL)

Witness to Seller's Signature:

J. I. Stamps

Mrs F M McCoy (SEAL)
Seller

Seller (SEAL)

Seller (SEAL)

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within Instrument
was filed for record the 25 day of Mar 1955, at 8 o'clock A. M.
and recorded in Deed Record 122 Page 179, and the Mortgage Tax of
.15 Deed Tax of 50 has been paid.

L. C. Walker Judge of Probate