

4718

UNIFORM REAL ESTATE SALES CONTRACT
Adopted by Birmingham Real Estate Board August 13, 1958

BOOK 203 PAGE 301

FILED 11 AUGUST 1959

Columbiana
Birmingham, Alabama August 5, 1959

The Undersigned Purchaser S. W. T. Bradley and J. D. Falkner hereby agrees to purchase and

The Undersigned Seller S. Gertrude Williams & husband, F. B. Williams hereby agree to sell

the following described real estate, situated in Jefferson County, Alabama, on the terms stated below:

Shelby

5 acres off the W side of N $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 24, Tp 21, Range 1 West; also 1 acre in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 24, Tp 21, R 1 West, described as follows: Beginning at a point on the East line of said 40 acre tract, 260 yards south of the NE corner thereof, and on the North side of Sterrett Street; thence run North 209 feet; thence West 209 feet; thence South 209 feet to Sterrett Street; thence East along the North line of . . . (cont. below)

The Purchase Price shall be \$ 3500.00, payable as follows:

Earnest money, receipt of which is hereby acknowledged by the agent \$ 200.00

Cash on closing this sale \$ 3300.00

(cont. from above)... Sterrett Street 209 feet to the point of beginning.

Also, a lot or parcel of land in the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 24, Tp 21 R, 1 West described as follows: Beginning at a point 15 feet E of the NW corner of S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 24, and running South and parallel with E line of said 40 acre tract 108 yards; thence East 90 yards; thence North 108 yards; thence West 90 yards to point of beginning, containing 2 acres, more or less.

Also, a triangular piece of land in the SW corner of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Tp 21, R 1 West described as follows: Begin at the SW corner of said 40 acre tract; thence run East 340 feet; thence in a NW direction 470 feet to a point on the W line of said 40 which is 335 feet from the SW corner thereof, thence S 335 feet to point of beginning, containing 1 $\frac{1}{2}$ acres, more or less.

(It being the express intention to describe all land owned by sellers in the Town of Columbiana, Alabama.)

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. In the event an owner's and mortgagee's title policies are obtained at time of closing; the total expense of procuring the two policies will be divided equally between the Seller and the Purchaser.

~~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, insurance, or FHA insurance premiums 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: upon days after delivery of the deed.

~~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.

~~The Seller hereby authorizes~~ to hold the earnest money in trust for the Seller pending the fulfillment of this contract.

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 and Seller agrees that any encumbrances not herein excepted will be cleared at time of closing.

~~Unless excepted herein, Seller warrants that he has not received any notification from any governmental agency of any pending public improvements, or requiring any repairs, replacements, alterations to said premises that have not been satisfactorily made, which warranty shall survive the delivery of the above deed.~~

~~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:

Luther A. Quarles

Notary Public, Chatham County, Ga.

My Commission Expires Jan 14, 1961

Witness to Seller's Signature:

Luther A. Quarles

Notary Public, Chatham County, Ga.

My Commission Expires Jan 14, 1961

S. W. T. Bradley (SEAL)

J. D. Falkner (SEAL)

Purchaser (SEAL)

Seller

F. B. Williams (SEAL)

Gertrude Williams (SEAL)

Seller

Seller (SEAL)

Seller

Receipt is hereby acknowledged of the earnest money ☐ CASH ☐ CHECK as herein above set forth.

(Name of firm)

By

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STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Agreement was filed for record the 11 day of Aug 19 59 at 3 o'clock P M. and recorded in Deed Record 203 at page 201 and the Mortgage Tax Deed Tax has been paid.

Conrad M. Fowler
Judge of Probate