

6574

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That this contract entered into by and between J. G. Canada, party of the first part, and Amanda Miller, a widow; Charlie Miller and wife, Isabella Miller; Mary Miller, a single woman; Isaac Miller and wife, Susie Miller, and Messie Miller, a single woman, parties of the second part, WITNESSETH:

The party of the first part, J.G. Canada, hereby undertakes and agrees to do the following work on the premises belonging to the parties of the second part located at 1428-Watts Street, Brighton, Alabama, to-wit:

Paint the outside with two coats of white paint; paint the roof with one coat of red paint;

Replace all bad window sills on the outside of the house and replace one sill under the kitchen in the back of the house, and one main outside sill on the back of the house.

Replace all bad sills under the front porch. Repair the back porch with second hand flooring and replace any rotten sills under the back porch.

Install nine (9) single-sash windows.

Replace all rotten weather boarding on the outside of the house and replace four rich weather boards; install weather boarding in the front gable of the house. Repair the dog-house in the front of the house.

Seal up the door from the back porch to the kitchen on both sides.

Repair the roof over the back porch and kitchen wherever bad, and replace bad decking .

Replace rotten wood in window frames; repair all broken window glass in the outside; repair all corner boards.

Put one coat of grey paint on the kitchen floor, back porch floor, and front porch floor. All paint shall be a good grade of paint.

Weather board up the back porch and install two new screen doors.

Install new #2 pine flooring in the kitchen and install new #2 pine flooring on the front porch.

All woodwork on the outside, except the floors on the kitchen and front porch, is to be second hand lumber. Replace rotten look-outs and nail all loose roofing down.

EX-210-406

IN CONSIDERATION therefor, the parties of the second part agree to convey to the party of the first part, J. G. Canada, the following described real estate situated in Shelby County, Alabama, to-wit:

The East half of the SE 1/4 of the NE 1/4 of Section 3, Township 22 South, Range 2 West; also that part of the East 1/2 of the NE 1/4 of the NE 1/4 of Section 3 Township 22 South, Range 2 West, lying South of the Shelby Spring- Elyton dirt road, containing 20 acres more or less. Mineral and mining rights excepted.

The party of the first part agrees to commence the above described work within two weeks of the execution of this contract by all the parties hereto.

It is understood and agreed by and between the parties hereto that in the event the title to the above property is alleged to be unmerchantable by the party of the first part, J. G. Canada, and title insurance cannot be secured, insuring the party of the first part for the amount of the normal value of the property against loss, or account of any defect or encumbrance in the title so that it appears that the parties of the second part cannot convey good title to this property, then it is understood that the party of the first part will have his Mechanic's Lien against the property at 1428-Watts Street, Brighton, Alabama, to secure him for the value of the above provided labor and materials.

The party of the first part will pay the costs of abstract and title insurance unless the property is found to be unmerchantable, in which event the parties of the second part will pay such abstract costs or title insurance costs.

This sale should be closed and the deed delivered after the above described work and repairs have been completed, except that the parties of the second part shall have a reasonable limit of time within which to perfect title or cure defects in the deed to said property.

Possession is to be given on delivery of the 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:

Jessie Miller

J. G. Canada (SEAL)
J. G. Canada, Party of the First Part

Mildred Inez Canada

Amanda Miller (SEAL)
Amanda Miller, Party of the Second Part

Charlie Miller

Charlie Miller (SEAL)
Charlie Miller, Party of the Second Part

Isabella Miller

Isabella Miller (SEAL)
Isabella Miller, Party of the Second Part

Mary Miller

Mary Miller (SEAL)
Mary Miller, Party of the Second Part

Isaac Miller

Isaac Miller (SEAL)
Isaac Miller, Party of the Second Part

Susie Miller

Susie Miller (SEAL)
Susie Miller, Party of the Second Part

Jessie Miller

Jessie Miller (SEAL)
Jessie Miller, Party of the Second Part

6/26/61

State of Ala. Jefferson Co.

Sworn and subscribed before me this date

Dea. Griffin
Notary Public

MY COMMISSION EXPIRES
FEB. 9, 1963

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 7-11-61
RECORDED & \$ 2.00 MTG. TAX
& \$ 2.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad H. Fowler
JUDGE OF PROBATE

REC-216-408