

This Form Furnished by

TITLE GUARANTEE & TRUST COMPANY

MACLIN E. SMITH, PRESIDENT

BIRMINGHAM, ALABAMA

Birmingham, Alabama, May 2, 1959

The Undersigned Purchaser.....hereby agrees to purchase and

The Undersigned Seller.....hereby agree to sell
the following described real estate, situated in Jefferson County, Alabama, on the terms stated below:

Forty Acres to be conveyed to purchaser.

SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ Sec. 11 TP. 19 Range 2 West.

The Purchase Price shall be \$4,500.00....., payable as follows:

Earnest money, receipt of which is hereby acknowledged by the agent\$ 500.00

Cash on closing this sale.....\$ 4000.00

Seller agrees to convey to purchaser right of easement for right of egress and ingress through part of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec 12 TP. 19 Range 2 West. ~~Said right of way to be 30 feet wide.~~ Said location of the right of way to be agreed upon between purchaser and seller. *Said right of way to be 30 feet wide, D.H.B.*

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 of 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:days after delivery of the deed.

The undersigned owners agree to pay Walker Realty Company 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 Walker Realty Company 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 regular 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 improvement, 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:

J. H. Brown

George A. Brown (SEAL)
Purchaser

J. H. Brown

Witness to Seller's Signature:

J. H. Brown

Lula Keith (SEAL)
Purchaser

Monnie Keith (SEAL)
Seller

STATE OF ALA. SHELBY CO. (SEAL)
Seller

I CERTIFY THIS INSTRUMENT WAS FILED ON May 2 1959 (SEAL)
Seller

RECORDED & MTG. TAX & DEED TAX HAS BEEN PD. ON THIS INSTRUMENT. (SEAL)
Seller

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

Name of firm.....

By

Conrad M. Fowler
JUDGE OF PROBATE