

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



THE NATTER AGENCY, INC., REALTORS

2926 CENTRAL AVENUE
HOMWOOD, ALA.



Homewood, Alabama April 17, 1962

The Undersigned Purchaser _____ hereby agrees to purchase and
The Undersigned Sellers Mary B. James, an unmarried woman, et al. hereby agrees to sell
the following described real estate, situated in Jefferson County, Alabama, on the terms stated below:

NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 17, Township 22 South, Range 2 West, Shelby County, Alabama, and adjacent lands owned by Seller, together with all improvements located thereon.

The Purchase Price shall be \$ 4,000.00, payable as follows:
Earnest money, receipt of which is hereby acknowledged by the agent. \$ 100.00
Cash on closing this sale \$ 3,900.00

Purchaser agrees to obtain at his expense an abstract of title assuming title at a point generally accepted, duly extended to date, and in the event an examination of said abstract reveals that title is not good and merchantable and free of all encumbrances in the opinion of Purchaser's attorney, then Purchaser may at his option terminate this contract by giving Seller notice of such election, in writing, prior to the time the sale is to be closed. In the event of such termination the earnest money shall be refunded to Seller by the Agent, and both Seller and Purchaser shall be relieved of their obligations hereunder.

[Faint, mostly illegible text block, likely a continuation of the contract terms or a separate section.]

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 60 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: 30 days after delivery of the deed.

The undersigned Purchaser agree to pay THE NATTER AGENCY, INC., 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 THE NATTER AGENCY, INC., 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: STATE OF ALA. SHERIFF
[Signature] CERTIFY THIS INSTRUMENT
WAS FILED ON 4/31 1962
RECORDED & MTG. TAX
DEED TAX HAS BEEN
PP. ON THIS INSTRUMENT.
JUDGE OF PROBATE
Witness to Seller's Signature: [Signature]
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

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

THE NATTER AGENCY, INC.

By _____