

4857

STATE OF ALABAMA
SHELBY COUNTY

WHEREAS, Will Billings and Johnie Marie Billings have heretofore had an oral contract with F. H. Tolbert for the construction of a dwelling house in the town of Helena, Alabama, which house has been partially completed;

WHEREAS, F. H. Tolbert desires to transfer any claim which he has to the house, as well as any payment due him by Will Billings and Johnie Marie Billings, either by payment of cash or conveyance of property, to S. M. Bird for a consideration to be paid him by S. M. Bird;

WHEREAS, S. M. Bird desires to accept any claims which the said F. H. Tolbert has for work done or materials furnished in connection with said house and desires to complete said house under this contract being this date executed between S. M. Bird and the said Will Billings and Johnie Marie Billings, as well as F. H. Tolbert for the purpose of transferring F. H. Tolbert's interest in said house and releasing any claims which he has to it.

WHEREAS, S. M. Bird desires to complete said house in accordance with the attached memorandum and the said Will and Johnie Marie Billings desire for him to complete the same and agree to transfer to the said S. M. Bird the property hereinafter mentioned and to pay S. M. Bird the sums hereinafter mentioned.

NOW, THEREFORE, in consideration of the premises, I, S. M. Bird agree to begin work by the 7th day of June, 1961, on the said dwelling house and finish said house in accordance with the attached memorandum by the 15th day of July, 1961. And, for said consideration, we, the said Will and Johnie Marie Billings agree to convey to S. M. Bird by warranty deed, the following described property:

A part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 32, Township 20 South, Range 3 West described as follows: Beginning at the NW corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section and run in an easterly direction along north line of said forty 194 feet; thence south 10 deg. 42 min. East a distance of 285 feet; thence run south 89 deg. 49 min. West a distance of 243 feet, more or less, to west line of said forty; thence run north along west line of said forty to point of beginning.

Also a part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 32, Township 20 South, Range 3 West described as follows: Beginning at a point on the north line of said forty 194 feet east of the NW corner; thence run south 10 deg. 42 min. East a distance of 285 feet; thence run north 89 deg. 49 min. East a distance of 315 feet; thence run north 2 deg. 05 min. West a distance of 273 feet to north line of said forty; thence run west along north line of said forty to point of beginning.

MINERALS AND MINING RIGHTS EXCEPTED.

Being situated in Shelby County, Alabama.

We, the said Will and Johnie Marie Billings do further agree to pay the said S. M. Bird the sum of \$3500.00 plus 6½ per cent interest from date, which is to be evidenced by a mortgage for said sum to be paid at \$55.00 a month until the same is paid in full, provided the first payments thereon shall be first applied toward the payment of interest. Said payments to begin 30 days from the date of the execution of said mortgage and to be payable monthly thereafter until paid in full. Said mortgage shall cover the following described property on which said house is situated, the same being described as follows:

Lots 1, 2, 3, 4 and 5 in Block C of Liberty Heights, Helena, Alabama, as shown by map of Liberty Heights as recorded in Map Book 3 at page 26 in the Probate Office of Shelby County, Alabama.
MINERALS AND MINING RIGHTS EXCEPTED.

The said Will and Johnie Marie Billings agree to carry fire and windstorm insurance for the unpaid balance of the mortgage, ^{more} but not ~~less~~ than \$3000 with loss payable clause to mortgagee as his interest may appear.

In consideration of the execution of this agreement and of the said S. M. Bird taking over said house and completing the same in accordance with the attached memorandum, I, F. H. Tolbert do hereby transfer, release, quit claim and convey to the said S. M. Bird all claim which I have to said house or to any materials or workmanship which I have contributed myself or by ~~my~~ employees. I do further agree to warrant and defend the said S. M. Bird from any claims which any persons have against me for labor or materials or otherwise in connection with work heretofore done on said house.

Executed in triplicate this 5th day of June, 1961.

Carl G. Harrison

Carl G. Harrison

Carl G. Harrison

WITNESSES

Will Billings
Will Billings

Johnie Marie Billings
Johnie Marie Billings

F. H. Tolbert

S. M. Bird
S. M. Bird

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I, S. M. Bird, agree to complete the house mentioned on the attached agreement by doing the following work in connection with the same, viz:

1. Construct 2 porches.
2. Install 2 outside doors and 1 inside door.
3. Furnish hot water heater (not to be installed)
4. Install No. 2 pine flooring in house.
5. Install windows.
6. Install sheetrock overhead where not already ceiled.
7. Install 2 flues

After Will and Johnie Marie Billings have paid 12 monthly payments on time on the mortgage referred to on the attached agreement, S. M. Bird agrees to furnish a bath tub, commode, and lavatory, complete with trim to floor (not to be installed).

The builder is to also furnish the necessary wiring material to wire said house for lights, drop in each room, base receptacle in each room, for hot water heater and electric stove, with the understanding the owners will install the same at their own expense.

S. M. Bird

S. M. Bird

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON *2/2* *10 PM*
RECORDED & \$ *2* MTG. TAX
& \$ *2* DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
Conrad M. Fowler
JUDGE OF PRORATE