

March 24 ' 62

Birmingham, Alabama,.....195.....

...heroby agrees to purchase and

_____ hereby agrees to sell the following described real estate, situated in Jefferson County, Alabama, on the terms stated below:

500.00
1500.00, with interest

at 5% per annum, payable in 69 monthly installments of \$25.00 each

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

Earnest money, receipt of which is hereby acknowledged_____

Cash on closing this sale _____ \$

"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.

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 premium shall be returned to the Seller by the Purchaser.

XXXXXXXXXX upon final payment XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

The sale shall be closed and the deed delivered on or before _____ 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:

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.

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.

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. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
as set forth in the additional agreement attached
hereto. Billy W. Seef (SEAL)

Mrs. R. B. Harney _____

June Beck _____ (SEAL)
Purchaser

Witness to Seller's Signature: Wm. C. C. C. C.
Mrs. H. H. H. H.

R. A. Brooker J. (SEAL)
 Seller
Alma L. Brooker (SEAL)
 Seller
 (SEAL)
 Seller

STATE OF ALABAMA)
)
 SHELBY COUNTY)

COPY

1. Part of Northeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West, of Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows: Begin at the Northeast corner of said Section 30, thence in Westerly direction along the North boundary of said Section 30, 305.00 feet, thence turning an angle of 92 degrees, 33 minutes and 30 seconds to the left in Southerly direction 1,175.07 feet, thence turning an angle of 92 degrees, 29 minutes and 30 seconds to the right in Westerly direction 62.40 feet to the point of beginning of a tract of land herein described, thence continuing in straight line in Westerly direction along last mentioned course 205.52 feet, to the point of beginning of the arc of a curve turning to the right in Northwesterly direction, said arc being tangent to said last mentioned course, and having a central angle of 97 degrees and 00 minutes and a radius of 10.00 feet, thence continuing along said arc of said curve 16.93 feet to the point of beginning of a straight line tangent to said arc, thence continuing along said straight line in Northeasterly direction 187.72 feet, thence turning an angle of 83 degrees and 00 minutes to the right in Easterly direction 217.80 feet, thence turning an angle of 97 degrees and 00 minutes to the right in Southwesterly direction 200.00 feet to the point of beginning. Containing 0.991 Acres, more or less.
2. Seller agrees to furnish Purchaser a Survey of said land by a competent surveyor. Said land is warranted to have installed on the premises a septic tank and field lines, Electric Power line, Telephone line and driveway.
3. Seller is to furnish buyer water at a price mutually agreed upon by the parties until such time as Purchaser shall install his own water system. The water rights herein provided are not transferable without the consent of Seller. Seller shall not be responsible for loss of water or failure of water system by any Act of God, or by any act beyond his control.
4. Seller reserves the right to approve or disapprove the sale of the land herein conveyed to any other party, and reserves for himself an option to re-purchase said land at a price mutually agreed upon by the parties at the time Purchaser expresses a desire to sell.
5. The land herein conveyed is subject to all the restrictions as set forth in the Uniform Trailer Park regulations.
6. Said land is restricted to the location of not more than two House Trailers thereon at any one time; any additions to such trailers as Car Ports, store rooms, or living rooms must be constructed in a

neat and orderly manner and in a manner to conform as nearly as possible to other trailers located in the vicinity of said lot.

7. Seller conveys to Purchaser the right of ingress and egress to a point joining his premises.

Witness to Purchasers Signatures

Art Aubright

Mrs. R. B. Harvey

Witness to Sellers Signatures

Art Aubright

Mrs. R. B. Harvey

Billy W. Beck
Purchaser

Jane Beck
Purchaser

R. A. Brooker Jr.
Seller

Alma L. Brooker
Seller

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 11/5/62
RECORDED IN 223 P. G. TAX
& 50 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE