

# Agreement for Deed

This Agreement, Made this 2<sup>nd</sup> day of April, A. D. 19 62  
by and between Midstate Homes Inc

of Shelby County, Fla hereinafter called Sellers, and J. O. Muzgelle and Wife Eula

hereinafter called Buyers, witnesseth:  
That if the said Buyers shall first make the payments and perform the covenants hereinafter mentioned on their part to be performed, the said Sellers hereby covenant and agree to convey and assure to the Buyers or their heirs or assigns, in fee simple, clear of all incumbrances whatever, by good and sufficient Warranty Deed of conveyance, the lot 7<sup>th</sup>, piece Legal on Back, or parcel Legal on Back of ground situated in the County of Shelby and State of Alabama, known and described as follows, to-wit:

And the Buyers hereby covenant and agree to pay to the Sellers the sum of \$ 4586<sup>00</sup>, to be paid as follows: \$ 502<sup>00</sup> cash in hand, the receipt of which is hereby acknowledged, and \$ 54<sup>00</sup> or more per month on or before the 5<sup>th</sup> day of each and every month after the date of this instrument, to be mailed to Sellers' address given herein, with interest at the rate of 6<sup>00</sup> per cent, per annum on the whole sum remaining from time to time unpaid, the interest to be payable after maturity.

And the Buyers agree to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land subsequent to the year 1961.

In case of the failure of the Buyers to make any of the payments herein designated, or any part thereof, or failure to perform any of the covenants on their part hereby made and entered into for a period of 31 days after maturity, this contract shall be forfeited and terminated, and the Buyers shall forfeit all payments made by them on this contract, and such payments shall be retained by the Sellers in full satisfaction and in liquidation of all damages by them sustained; and the Sellers shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor. Notice to quit and of forfeiture are each hereby waived.

It is agreed that the Buyers shall have the privilege at any time of paying in advance the unpaid balance under this contract, together with interest, taxes, and other assessments that may be due, and procuring a deed from the Sellers.

It is further agreed by the parties hereto that this contract is not to be recorded, and that no assignment or transfer of said contract or the rights thereunder of the Buyers shall be valid and binding as against the Sellers, unless the Sellers shall consent in writing to such recording or assignment.

IT IS MUTUALLY AGREED by and between the parties hereto that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.

IT IS FURTHER AGREED that if there is any default in the contract on the part of the buyer, that the buyer will pay to the seller any reasonable attorney's fee that the seller might incur as a result of foreclosing this agreement or evicting the buyer.

IT IS FURTHER AGREED that the buyer shall insure the above described premises in the amount of this contract and that the seller will be entitled to the benefit of the insurance in the amount owed upon the contract. That the buyer shall pay the insurance premiums.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals effective the day and year first above written.

Donald C. Geller } 1. MID-STATE HOMES, INC. (Seal)  
BY- [Signature] } 2. [Signature] (Seal)  
3. [Signature] } 4. [Signature] (Seal)

Commence at the Northwest Corner of Section 34 Township 21 Range 1 West and go thence West along the North line of said Section 420 feet to the NW corner of a lot owned by the grantor herein, thence South and parallel with the East line of said Section run 140 feet to the P.O.B. of the lot herein conveyed, thence continue in the same direction 70 feet thence East and parallel with the North line of said Section 210 feet, thence North parallel with East line of said Section run 70 feet; thence West and parallel with North line of said Section 210 feet to the P.O.B.

Bankers Fire & Marine Ins. Co.  
Policy No. 526696

Articles of Agreement

(FOR DEED)

TO

Box 941

Section 34

Dated

1.25

LCJ 3774 227 BOOK

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 3/14/1963  
RECORDED & INDEXED TAX  
& \$1.00 PD. ON THIS INSTRUMENT.

Correll M. Davis  
JUDGE OF PROBATE