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STATE OF ALABAMA

SHELBY COUNTY

This agreement made and entered into this _____ day of September, 1963,
by and between H. M. McHan and wife, Christine McHan, hereinafter called Sellers
and Philip J. Kyser, hereinafter called Purchaser, WITNESSETH:

1. That the Sellers agree to sell and convey and the purchaser agrees
to purchase, subject to the terms of this agreement, the following described land
in fee simple, viz:

All that part of the NE $\frac{1}{4}$ of Section 5, Township 24, Range 13 East
lying south of the right of way of Montevallo and Columbiana Highway
except a strip 110 yards wide on west side thereof. Also convey three (3)
acres of land lying in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, Township 24,
Range 13 East, described as follows: Beginning on the south line of
the right of way of the Montevallo and Columbiana Highway at the
point of intersection thereof with the line separating Section 4 and
Section 5; thence south along section line 420 feet; thence east and
parallel with said Highway 315 feet; thence north 420 feet to the south
line of the right of way of said Highway; thence west along said south
line of said Highway 315 feet to the point of beginning. Also except
2 acres described as follows: Beginning at a point in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$
of Section 5, Township 24, Range 13 East on the south side of the right
of way of Montevallo and Columbiana Highway which point is 110 yards east
of the western boundary of said quarter-quarter section; run thence east
along the southern boundary of said Highway a distance of 2 acres; thence
south 1 acre; thence west to a point 110 yards east of the western line
of said quarter-quarter section; thence north to point of beginning;
containing 60 acres, more or less.

It being our intention to convey to said purchaser all the land I own
between Calera and Montevallo on the south side of Ala. Highway 25,
whether correctly described hereinabove or not.

2. It is understood and agreed that the purchaser proposes to purchase
said land for the mineral situated thereunder and he or his designees shall have
the right to core said land in the following manner: He may core said land the
maximum of 3 inches in diameter and may core not more than 30 cores on said land.
In connection with the coring operations, the purchaser agrees to use care not to
unreasonably damage the land either with heavy machinery or otherwise. It is
further understood and agreed that in the event the purchaser does not find
minerals to his satisfaction under said land, then he shall not be bound to
purchase said land, but will forfeit the earnest money being paid hereunder and
shall have no further obligations in connection with this contract. The purchaser
shall have five (5) months from the date of this contract in which to elect & determine
whether or not he desires to purchase said land.

3. Sellers agree to furnish an abstract brought up to date as early as is practicable and purchaser agrees to have the same examined by his attorney, who shall render an opinion thereon, and the sellers agree to convey said land in fee simple by a good and sufficient warranty deed conveying good title to the same and if there are ~~no~~ defects in the title as alleged by purchaser's attorney's opinion, then the sellers shall have five (5) months from the date of this agreement in which to clear the title to said land. In the event the sellers fail to clear it within said time, the purchaser may in his election, void said contract and have his earnest money returned to him or he may in his discretion purchase the land and waive any defects in the title.

4. The purchaser shall pay \$25,000.00 for the above land in the following manner: \$500.00 earnest money at the time of the execution of this agreement or contract, and the balance of \$24,500.00 purchase price shall be paid in cash at the time of the delivery of a satisfactory warranty deed, provided the title is good and merchantable.

5. It is understood and agreed that wherever the word "purchaser" is used herein, it shall also cover "designee"; that is, said purchaser named herein shall have the right to designate himself and/or any other person, firm or corporation to whom this land shall be conveyed under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement binding their heirs, executors and assigns the day and year first above written.

WITNESSES:

Marian Blackaby

Marian Blackaby

Marian Blackaby

SELLERS

H. M. McHan
H. M. McHan

Christine McHan
Christine McHan

PURCHASER

Philip J. Kyser
Philip J. Kyser

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/24/62
RECORDED & \$... MTG. TAX
& \$... DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

W. M. Jacobs
JUDGE OF PROBATE