

2710

Holoma

Birmingham, Alabama

July 20

1963

**Dobby Dale Roman & wife, Rebecca Ann Roman**  
**Aubrey E. Honeycutt & wife, Virginia G. Honeycutt; and**  
**R. A. Brooker, Jr. and wife, Alma L. Brooker** hereby agree to purchase and  
the following described real estate, situated in **Jefferson County, Alabama**, on the terms stated below: hereby agrees to sell

See attached description

The Purchase Price shall be \$ **2400.00**, payable as follows:

Earnest money, receipt of which is hereby acknowledged \$ **525.00**

Cash on closing this sale \$ **1875.00** with  
interest at **6%** per annum, payable in **96** monthly installments of **\$25.00**  
each, the last installment being **\$25.56**

"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 FIAA insurance premium shall be returned to the Seller by the Purchaser.

The sale shall be closed and the deed delivered **on the day of closing** **at the purchase price note** 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: **immediately**

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 **statutory** 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 now made by the parties. **as set forth in the attached description attached hereto.**

Witness to Purchaser's Signature:

*Art Albright*

Witness to Seller's Signature:

*Art Albright*

*Dobby Dale Roman* (SEAL)  
Purchaser

*Rebecca Ann Roman* (SEAL)  
Purchaser

*Aubrey M. Honeycutt* (SEAL)  
Seller

*Virginia G. Honeycutt* (SEAL)  
Seller

*R. A. Brooker Jr.* (SEAL)  
Seller

*Alma Lee Brooker* (SEAL)  
Seller



1. From the Southeast corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 30, Township 19 South, Range 2 West, run Westerly along the South boundary line of the said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 30, Township 19 South, Range 2 West for 306.71 feet; thence turn an angle of 67 degrees, 30 minutes, 30 seconds to the right and run Northerly for 140.02 feet; thence turn an angle of 67 degrees, 30 minutes, 30 seconds to the left and run Westerly 328.37 feet to the point of beginning of the land herein conveyed; thence continue Westerly along the last said course for 261.91 feet to the point of curve to the right, said curve having an intersection angle of 129 degrees, 19 minutes, a radius of 2.84 feet; thence run Northwesterly along the arc of said curve for 6.40 feet to the point of intersection with a straight line tangent to said arc; thence run Northeasterly along said straight line for 138.77 feet; thence turn an angle of 22 degrees, 39 minutes to the right and continue Northeasterly for 77.69 feet; thence turn an angle of 42 degrees, 36 minutes to the right and run Southeasterly 123.84 feet to the center of a curve to the right, said curve having an intersection angle of 82 degrees, 26 minutes, a radius of 10.10 feet; thence run Southeasterly along the arc of said curve for 14.50 feet to the point of intersection with a straight line tangent to said arc; thence run Southwesterly along said straight line for 98.41 feet to the point of curve to the right, said curve having an intersection angle of 83 degrees, 00 minutes, a radius of 10.0 feet; thence run Southwesterly along the arc of said curve for 14.49 feet to the point of beginning.

This land being a part of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 30, Township 19 South, Range 2 West, and being 0.69357 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 Signature

Art Academy

Bobby Dale Roman 13  
Turonacer

# **Introducer**

Rebecca Ann Ponder 18  
Purchaser

# Archives

Richard Henry Scott - IS  
Author

**Murchison**

Virginia G. Howard 18  
Purchaser

**Purchaser**

Witness to Sellers Signature

Art Embry

GA Barker L. 13  
Holler

**Heller**

Mrs. Lee Brooks IS  
Roller

Police

STATE OF ALA. SHELBY CO.

1 CERTIFY THIS INSTRUMENT  
WAS FILED ON *8/22/01*

3/26/1961  
RECORDED & \$ 245 AK  
& \$ 270 T.A. HAS BEEN  
PD. ON THIS INSTRUMENT.

*Conrad M. Sculley*  
JUDGE OF PROBATE