

HELENA

Birmingham, Alabama

November 18, 1963

The Undersigned Purchaser Kurt Hoenigsberg and wife, Lolores Hoenigsberg hereby agrees to purchase and
The Undersigned Seller R. A. Brooker, Jr., and wife Alma L. Brooker hereby agrees to sell
the following described real estate, situated in Jefferson County, Alabama, on the terms stated below:

See attached description

The Purchase Price shall be \$ 2400.00, payable as follows:
Earnest money, receipt of which is hereby acknowledged by the agent seller \$ 550.00, balance due \$ 650.00
Cash on closing this sale \$1200.00 with interest at 6% payable in 53 equal installments
~~of \$24.00 each and one monthly installment of \$19.00~~, the first payment to be made on
December 15, 1963, and one each 15th day of each month thereafter until
paid in full, to be evidenced by one promissory note in the
sum of \$1344.00 payable in 53 monthly installments of
\$25.00 each and one monthly installment of \$19.00.

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. In the event an owner's and mortgagee's title policies are obtained at time of closing; the total expense of procuring the two policies will be divided equally between the Seller and the Purchaser.

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 premiums shall be returned to the Seller by the Purchaser.

The sale shall be closed and the deed delivered on or before upon final payment of 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 given immediately after delivery of the deed days after delivery of the deed.

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.

The Seller hereby authorizes _____ to hold the earnest money in trust for the Seller pending the fulfillment of this contract.

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 and Seller agrees that any encumbrances not herein excepted will be cleared at time of closing.

Unless excepted herein, Seller warrants that he has not received any notification from any governmental agency: of any pending public improvements, or requiring any repairs, replacements, alterations to said premises that have not been satisfactorily made, which warranty shall survive the delivery of the above deed.

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 as set forth in the contract attached hereto.

Witness to Purchaser's Signature:

Michael L. Jones

Witness to Seller's Signature

Art Acenys

Kurt Hoenigsberg (SEAL)
Purchaser

Lolores Hoenigsberg (SEAL)
Purchaser

Seller

R. A. Brooker Jr. (SEAL)
Seller

Alma L. Brooker (SEAL)
Seller

Seller

Receipt is hereby acknowledged of the earnest money ☐ CASH ☐ CHECK as herein above set forth.

(Name of firm)

By _____

1. Description of real estate: Begin at the Northeast corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West; thence run Westerly along the North boundary line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West for 223.71 feet; thence turn an angle of 92 degrees, 38 minutes to the left and run Southerly for 193.71 feet; thence turn an angle of 87 degrees, 22 minutes to the left and run Easterly 223.71 feet, more or less, to a point on the East boundary line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West; thence turn an angle of 92 degrees, 38 minutes to the left and run Northerly along the East boundary line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West for 193.71 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 One Acre, more or less, and lying in Shelby County, Alabama.

The above described land subject to easement of Alabama Gas Corporation gas line as now located.

2. Seller agrees to furnish Purchaser a Survey of said lands by a competent surveyor. Said land is warranted to have installed on the premises a septic tank and field lines, electric power line, driveway, and one drilled well, 200 feet deep, with a three-quarter horse power pump and tank, complete with water connection for trailer. The amount of water and type of water is not guaranteed.

3. 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.

4. The land herein conveyed is subject to all the restrictions as set forth in the Uniform Trailer Park regulations.

5. 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 carports, 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.

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

Richard L. Jones
Witness

Kurt Hoenigshay IS
Purchaser

Witness

Dilore Hoenigshay IS
Purchaser

Carl C. Wright
Witness

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

R. A. Brooker, Jr. IS
Seller

3/26/1962
RECORDED & \$2.00 TAX
& \$1.00 TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Anna R. Brooker IS
Seller

Witness

Charles M. Jaulen
JUDGE OF PROBATE