

UNIFORM REAL ESTATE SALES CONTRACT

Adopted by Birmingham Real Estate Board

Amended January 8, 1964

Columbianna
Birmingham, Alabama August 24, 1965

The Undersigned Purchaser(s) Bancroft Timmons hereby agrees to purchase and
The Undersigned Seller(s) R. L. Merrell hereby agrees to sell
the following described real estate, improvements, plants, fixtures, and appurtenances, situated in Jefferson County, Alabama, on the terms
stated below: Shelby
(see back for description)

The Purchase Price shall be \$ 20,000.00, payable as follows:
Earnest Money, receipt of which is hereby acknowledged by the agent Seller \$ 1000.00
Cash on closing this sale \$ 19,000.00

note #200.00
The undersigned ^{purchaser} 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. Seller agrees to pay for all curative work on titles.
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, and any existing advance escrow deposits shall be returned to the Seller. The Seller will keep in force sufficient fire, extended coverage, and vandalism insurance on the property, to protect all interests until this sale is closed and the deed delivered.

The sale shall be closed and the deed delivered on or before 7 days from the date ^{title is approved by attorney,} ~~of closing~~, 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: 5 days after delivery of the deed.

~~The Seller hereby authorizes _____ to hold 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 undersigned owners agree to pay _____ as their agent, 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 agrees to convey said property to the Purchaser by _____ 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.

Witness to Purchaser's Signature: Martha B. Jaimes

Hollie Bancroft Timmons (SEAL)
Purchaser

Purchaser (SEAL)

Martha B. Jaimes
Witness to Seller's Signature

R. L. Merrell (SEAL)
Seller

Seller (SEAL)

Seller (SEAL)

Seller (SEAL)

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

(Name of firm)

By _____

05:37 PM 237 600X

DESCRIPTION OF REAL ESTATE

Parcel 1 (known as Gentry tract): All that part of the hereinafter described land lying south of the present Alabama Highway 25: That part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 22, Township 22, Range 2 West lying south of the Columbiana-Calera Public road as the same existed on January 21, 1948, and a part of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 22, Township 22, Range 2 West, more particularly described as follows: Begin 400 feet west of the southeast corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and run north 954 feet to the southeast corner of the lot now owned by George Howard; thence along the south line of said Howard Lot west 216 feet; thence along the west line of said Howard lot north 216 feet; thence west along the south line of land owned by George Howard, a distance of 484 feet to a point; thence northwest 300 feet to the northwest corner of SW $\frac{1}{4}$ of NE $\frac{1}{4}$; thence south along said forty acre line 1020 feet to the north line of Gewin property; thence east 225 feet; thence south 300 feet to the south line of said 40 acres; thence east along said line to point of beginning, except the land heretofore sold by J. C. Glass to Edward Mitchell on May 23, 1936, as shown by deed recorded in Deed Book 101 page 44 in the Probate Office of Shelby County, Alabama.

Parcel 2 (known as Matthews tract): All that part of the hereinafter described land lying south of the present Alabama Highway 25: The East 20 acres of that part of the W $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 22, Township 22, Range 2 West, which lies south of the present Alabama Highway 25.

Parcel 3. (known as Lanningham tract) 30 acres off the east side of the W $\frac{1}{2}$ of Fractional SE $\frac{1}{4}$ (or Fraction K) of Section 22, Township 22, Range 2 West.

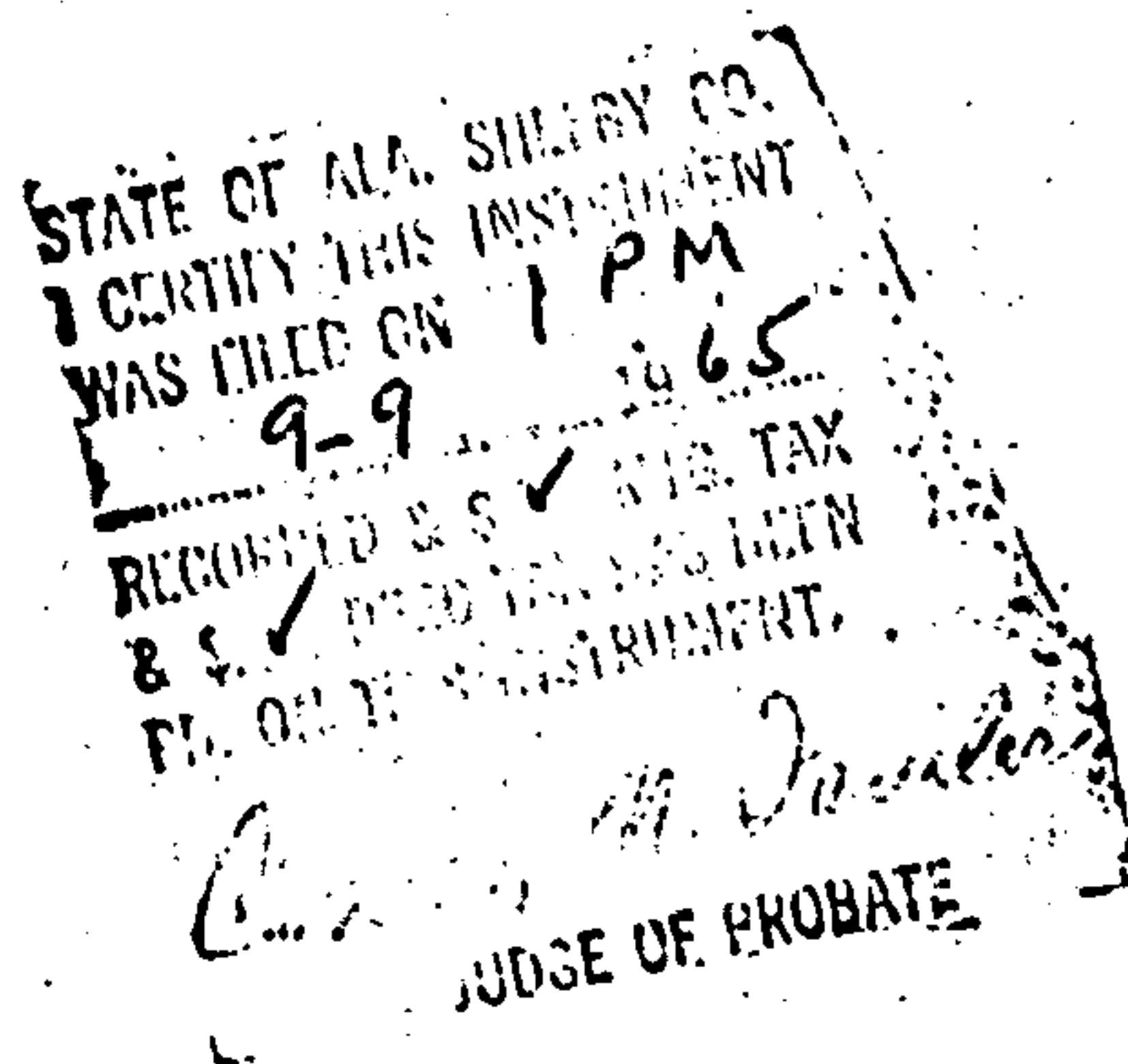
Parcel 4. (known as Driggers tract) Beginning 400 feet west of the southeast corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 22, Township 22, Range 2 West, thence run north 300 feet to Mathis corner; thence run west 300 feet to Kelley corner; thence run south along a line of Kelly's property 300 feet; thence run east 300 feet to point of beginning, containing 2 acres, more or less.

Parcel 5. (known as Milford Lee tract) That part of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 1, Township 24, Range 13 East, lying west of the L & N Railroad which runs over said forty, being 15 acres, more or less. EXCEPT right of way for said L & N Railroad.

Parcel 6. (known as Martin tract) The NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 1, Township 24, Range 13 East, Shelby County, Alabama, except 5 $\frac{1}{2}$ acres, more or less, being acquired by the State for right of way for the Interstate Highway running north and south across said land and also subject to the right of the State to procure dirt from said property for the construction of said Highway as provided for in option executed by said Walter Martin, Jr. dated 9/16/57.

Parcel 7. (known as Owen tract). The S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 22, Township 22 South, Range 2 West; Also the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 1, Township 24 South, Range 13 East, containing 60 acres, more or less,

Above acreage totals 170 acres or more.



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Karl

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