

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS that this contract made and entered into by and between E. M. Mullen and wife Mae Walter Mullen, hereinafter called Party of the First Part, and M. R. Durbin and wife Cathrine C. Durbin hereinafter called Party of the Second Part, WITNESSETH:

1- Party of the First Part hereby agrees to sell to Party of the Second Part the following described real estate, situated in Shelby County, Alabama, under the conditions hereinafter specified, namely:

From the Northeast corner of the SW $\frac{1}{4}$ of Section 17, Township 21S, Range 2W run S 2 deg. 15 min. E. along the East boundary line of said SW $\frac{1}{4}$ of Sec. 17, Tsp, 21S, Range 2W for 488.3 feet to the point of beginning of the land herein described; Thence run S 88 deg. 33 Min. W 1126.12 feet; Thence N 83 Deg. 02 Min. W 125.55 feet; Thence S 75 Deg. 20 Min. W 500.69 feet; Thence S 79 Deg. 36 Min W 585.36 feet; Thence S 28 Deg. 00 Min E 958.41 feet more or less to a point on the East Right of Way line of the old U. S. Highway 31; Thence S 38 Deg. 45 Min E along the East Right of Way line on the old U.S. Highway 31, 340.0 feet more or less, to a point on the Northern Boundary line of an old Tram Line; Thence N 70 Deg. 45 Min. E along the Northern Boundary line of the said Tram Line 1246.3 feet; Thence N 61 Deg. 45 Min. E along the North line of the old Tram Line 214.4 feet; Thence N 49 Deg. 45 ~~SSEX~~ Min. E along the North line of the old Tram line 400.0 feet, more or less, to the point of intersection of the North Boundary line of the old Tram Line and the East Boundary line of the SW $\frac{1}{4}$ of Sec. 17, Tsp. 21S R 2W; Thence run Northerly along the East Boundary line of said Sw $\frac{1}{4}$ of Sec. 17, Tsp 21S, R 2W for 586.7 feet more or less to the point of beginning. This land being a part of the SW $\frac{1}{4}$ of Sec. 17, Tsp 21S, R 2W, located in Shelby County, Alabama, and being 48.909 Acres more or less. Minerals and mining rights excepted.

2- The purchase price of the aforementioned real estate is Fourteen Thousand Seven Hundred (\$14,700.00) Dollars, to be paid by the party of the second part in the following manner.

(A) The party of the second part is to pay to the party of the first part and the Federal Land Bank the sum of Five Hundred (\$500.00) Dollars as earnest money upon the signing of this option.

(B) The party of the second part shall pay to the order of the party of the first part and the Federal Land Bank Two Hundred and Seventy Five (\$275.00) Dollars, and to the H. A. Rubin Realty Company of Alabaster, Alabama the sum of, Twelve Hundred and Twenty Five Dollars (\$1,225.00) for services rendered. The sum total of this second payment namely Fifteen Hundred (\$1,500.00) Dollars, shall become due and payable on or before the 27th. day of January 1966 in the manner prescribed.

BOOK 242 PAGE 626

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(C) The balance of Twelve Thousand Seven Hundred (\$12,700.00) Dollars shall become due and payable to the party of the first part on or before the 27th. Day of January 1967. There is to be no interest charged on this balance.

3- The party of the second part agrees to allow the party of the first part to keep cattle and equipment upon the afore described property until final payment is made, at which time this equipment and cattle shall be removed.

4- The party of the first part agrees to allow all timber, fences, gates, and posts to remain as presently situated until the closing of the sale.

5- The party of the first part further agrees to furnish to the party of the second part an abstract showing good and merchantable title to the said property and convey to the party of the second part the above described real estate by warrenty deed, if the contract to purchase is carried out.

6- It is specifically agreed between the parties hereto that the party of the second part can make such improvements thereon the herein described property as they may desire at their own expense, and if this sale is not consumated such improvements that are made upon said property shall be and become the property of the party of the first part. It is specifically agreed between the parties hereto that the party of the first part is not to be liable for improvements or repairs on said property whatsoever, ponding the carrying out of this agreement.

7- In ovent the party of the second part does not perform this agreement and fails to pay the above specified amount due on the 27th. day of January 1967, this contract shall be null and void and the party of the second part forfeits the Two Thousand Dollars (\$2,000.00) paid as earnest mency.

8- In the ovent the party of the second part does not perform this agreement and fails to pay the above specified amount on the 27th. day of January 1967, the party of the second part agrees to deliver the property covered in this contract to the party of the first part in as good condition as it now is, usual wear and tear excepted and except also the destruction or damage to said property by lightening, windstorm, fire, or any other act of God.

9- The party of the first part shall be liable for and pay all taxes up to and including the 27th. day of January 1967 on the above described real estate.

Witness

Harold A. Rubin

E.M. Mullen L.S.

Mae Walter Mullen L.S.

Harold A. Rubin

M.R. Durbin L.S.

Catherine C. Durbin L.S.

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 3 P.M.

6-3 1966

STATE OF ALABAMA

Shelby County I Sue Rubin

a Notary Public

in and for said County, in said State

certify that E.M. Mullen and wife Mae Walter Mullen

RECORDED & \$ MTG. TAX
 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler

JUDGE OF PROBATE
are

whose names are signed to the foregoing conveyance, and who are

known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, They executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 25 th day of August A.D. 1965

Sue Rubin

STATE OF ALABAMA

Shelby County } I Sue Rubin a Notary

Public in and for said County, in said State certify that

M. R. Durbin and wife Cathrine C. Durbin whose names

are signed to the foregoing conveyance, and who are known to me,

acknowledged before me on this day, that, being informed of the contents of

this conveyance, they executed the same voluntarily on the day

the same bears date.

Given under my hand and seal, this 25 day of August A.D. 1965

Sue Rubin

BOOK 242 PAGE 628

