

UNIFORM REAL ESTATE SALES CONTRACT

Adopted by Birmingham Real Estate Board

Amended January 8, 1964

Birmingham, Alabama August 2 19 67

The Undersigned Purchaser(s) Carl L. Dorough hereby agrees to purchase and
The Undersigned Seller(s) Charlie Pilato and wife, Nellie Pilato hereby agrees to sell
the following described real estate, improvements, plants, fixtures, and appurtenances, situated in Jefferson County, Alabama, on the terms
stated below:

(SEE DESCRIPTION ON REVERSE SIDE)

The Purchase Price shall be \$ 4,750.00, payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the agent \$ 100.00

Cash on closing this sale \$ 4,650.00

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, 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 sixty 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: _____ days after delivery of the deed.

The Seller hereby authorizes Wallace and Ellis, Attorneys 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 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 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:

Nancy Brasher

Carl L. Dorough (SEAL)
Purchaser

Purchaser (SEAL)

Mrs. Nellie Pilato (SEAL)
Seller

Charlie Pilato (SEAL)
Seller

Seller (SEAL)

Seller (SEAL)

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

(Name of firm)

By _____

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Commence at the southeast corner of E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 15, Township 20, Range 1 West and run thence north along the east line of said 20 acres 722.37 feet to the point of beginning; thence continue along the east line of said 20 acres 420 feet to the south line of County Road; thence turn an angle of 89 deg. 43 min. to the left and run west along the south line of said County Road 315 feet; thence turn an angle of 94 deg. 17 min. to the left and run south 420 feet; thence turn an angle of 85 deg. 43 min. to the left and run east 315 feet to the point of beginning.

Situated in Shelby County, Alabama.

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

'67 AUG -7 AM 11:33

U.C.C. FILE NUMBER OR
REC. EX. & PAGE AS SHOWN ABOVE

Don - 8-2-67

Book 249 Page 408-A

*Corrected
1-2-68
J. H. [unclear]*