

8093
Mr. E. J. Harris, Jr.
2944 Old Rocky Ridge Road
Birmingham, Alabama

STATE OF ALABAMA)

SHELBY COUNTY)

WITNESS THIS AGREEMENT entered into this 24th day of August, 1966, by and between EDWARD J. HARRIS, JR. and wife, LUCY B. HARRIS, hereinafter collectively referred to as "Purchasers", and RUX CARTER REAL ESTATE COMPANY, INC., A CORPORATION, hereinafter referred to as "Seller",

WHEREAS, the said Seller presently owns the hereinafter described real property situated in Shelby County, Alabama, to-wit:

Lot #13 in Block C, and Lot #26 in Block B, according to Map of Riverview Subdivision as recorded in Map Book 4, page 63 in the Probate Office of Shelby County, Alabama.

WHEREAS, the Purchasers wish to purchase and the owners wish to sell the above described property in accordance with the terms and conditions set out herein, now, therefore,

IN CONSIDERATION of the above premises and in consideration of the mutual covenants and agreements set out herein, the parties hereto do hereby agree, covenant, and contract as follows:

1. The purchasers do hereby agree to purchase and the seller does hereby agree to sell the above described real estate according to the terms and conditions stated herein.
2. The purchase price of the above two lots shall be a total of \$1,100.00. The sum of \$150.00 shall be paid by purchasers to seller in cash upon the signing of this agreement, and the balance of the purchase price in the amount of \$950.00 shall be paid by purchasers to seller over a period of four years, with interest at six and one-half (6½%) per cent, in monthly payments of \$22.542 per month commencing on September 1, 1966, and for each month thereafter on like date until paid in full.
3. Said property is to be sold subject to all transmissionline permits, road rights of way, and other easements of record.
4. The purchasers agree to pay any and all ad valorem taxes which might be assessed against the above described property in the future from the date of this agreement.
5. The sale of the above described property shall be closed and the deed delivered by seller to purchasers upon the payment by the said purchasers of the full \$1,100.00 purchase price mentioned above. Possession is to be given on delivery of the deed. Provided, however, that at any time after the said purchasers have paid the sum of \$550.00 on the principal or a total purchase price, excluding pay-

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ments on interest, said purchasers shall have the option to demand that a deed be given to said purchasers on either one of the above described lots.

6. In the event the purchasers fail to carry out and perform the terms of this agreement or in the event said purchasers fail to pay any monthly installment mentioned above and said installment shall remain due and unpaid for a period of thirty days, then and in that event said purchasers forfeit any and all sums of money theretofore paid under this contract and the owners may, at their option, cancel this contract and consider the same null and void, and re-enter the above described property and sell, rent, mortgage, or otherwise dispose of said property to any other person, firm, or corporation.

7. The seller agrees to convey said property to the purchasers by warranty deed, with right of survivorship, free of all encumbrances except as herein set out.

IN TESTIMONY WHEREOF, the parties hereto have executed the above agreement on the date first given above and have hereunto set their hands and seals on said date.

ATTEST:

James F. Carter
Secretary

RUX CARTER REAL ESTATE COMPANY, INC., a Corp.
By Rux Carter
Its President

Witness

Edward J. Harris
Purchaser

Witness

Lucas B. Harris
Purchaser

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rux Carter whose name is President of Rux Carter Real Estate Company, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal, this the 24th day of August, 1966.

Kathryn Purdy
Notary Public

STATE OF ALA. SHELBY CO.
I HEREBY CERTIFY THIS INSTRUMENT WAS FILED.
1967 OCT 30 PM 11:42
U.C.C. FILE NUMBER OR REC. BK. & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE

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