

STATE OF ALABAMA

SHELBY COUNTY

9050

Know all Men By These Presents: That this agreement made and entered into on this the 10th day of January, 1968, by and between Birmingham Trust National Bank, party of the first part and Josh McDade and wife Mary Belle, party of the second part, witnesseth:

Whereas, the party of the first part is the owner of the following described property, situated in Shelby County, Alabama, to-wit:

Lot 34, fronting on Central Avenue according to Thomas' addition to the town of Aldrich, map of which was recorded in the office of the Probate Judge of Shelby County, Alabama on February 23, 1944, in Map Book 3, and map of 1890 to the Town of Aldrich, Alabama, and containing 1.27 acres, more or less subject to easement for light, power, and telephone lines and poles as shown on the said map and also for water pipes as now situated, outside electric wiring and underground pipes are not included. If water and electricity are now available to said premises, the undersigned will use their good offices to keep such service available, but assume no obligation in that regard.

Whereas, the party of the first part and the party of the second part have entered into an agreement whereby the party of the first part has agreed to convey unto the party of the second part the above described property.

Now, therefore, in consideration of the premises, the party of the first part does hereby agree to convey unto the party of the second part the above described property at and for the sum of Four THousand One Hundred and no/100 Dollars. That the party of the second part shall make monthly installments payments to the party of the first part in the amount of Sixty (\$60.00) Dollars each, said installment payments to begin on the 24th day of January, and on the 24th day of each month thereafter.

It is further agreed by and between the parties hereto that should the party of the second part fail or refuse to make payment of said amounts when same falls due, then this agreement shall be terminated at the option of the party of the first part, and should such failure above mentioned occur, then the party of the second part agrees to deliver possession of the above described property to the party of the first part and it is further agreed that if the total sum of this agreement is not paid within the said time then whatever amount the party of the second part has paid to the

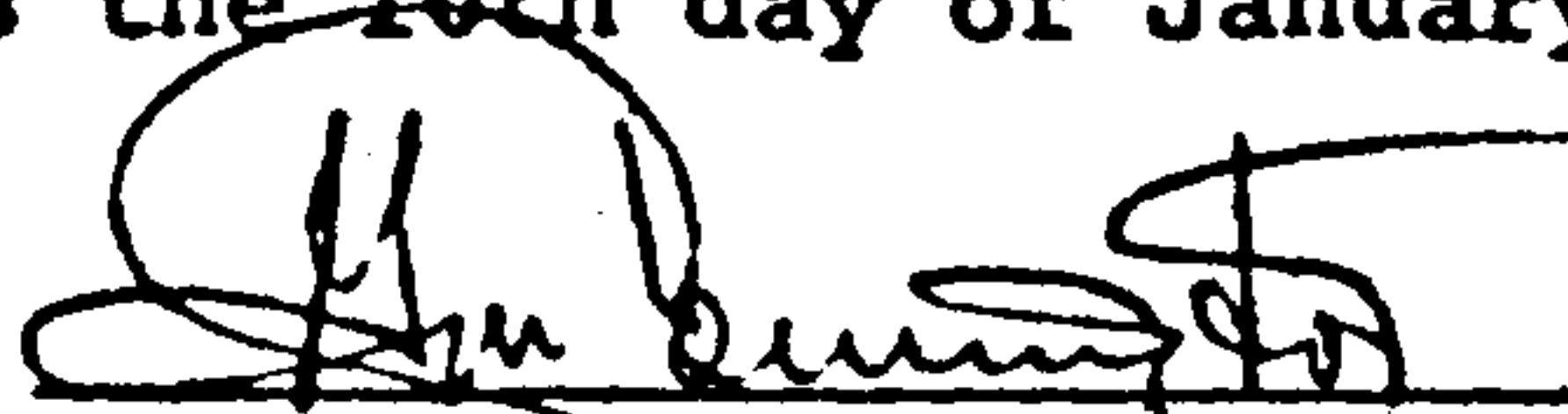
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Party of the first part shall be considered as rent and same shall be forfeited by the party of the second part.

The party of the first part agrees that if the party of the second part shall make said payments as above set out within the said date of this agreement, that at such time as the party of the second part has paid the full sum of Four Thousand, One Hundred and no/100 (\$4,100.00) Dollars, without interest, the said party of the first part shall make and deliver to the said party of the second part a Joint Survivorship Deed, conveying to the said party of the second part good and merchantable title to the above described property, and title shall vest in the party of the second part.

The party of the second part agrees to take good care of said property and the party of the second part is to keep same insured against fire loss and other hazards, with loss payable to the party of the second part and said insurance shall not be less than Four Thousand One Hundred and no/100 (\$4,100.00) Dollars. Said party of the second part is to pay any tax assessed against said property.

Executed in duplicate on this the 10th day of January, 1968.



Birmingham Trust National Bank
Party of the First Part



Josh McDade
Party of the Second Part



Party of the Second Part



NOTARY
MY COMMISSION EXPIRES 12/26/71

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1968 FEB - 9 AM 10:21
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Conrad M. J. Baker
JUDGE OF PROBATE