

This Form Furnished by
TITLE GUARANTEE DIVISION

Lawyers Title Insurance Corporation

Birmingham, Alabama December 4, 19 67

The Undersigned Purchaser(s) _____ hereby agrees to purchase and
The Undersigned Seller(s) _____ hereby agrees to sell
the following described real estate, improvements, plants, fixtures, and appurtenances, situated in Shelby County, Alabama, on the terms
stated below: The S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; and the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; and all
that part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, South of Spring Creek Road; Also the W $\frac{1}{2}$ of
the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; and the N $\frac{1}{2}$ of the SW $\frac{1}{4}$
of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; all in Section 20 Township 22 South Range 2 West situated in Shelby
County, Alabama

The above land is also described as Tract Nos. 442, 443, 444, 445, 456, 457 and
that portion of Tract No. 427 lying West of Spring Creek Road according to Lloyd's Map of
property of Calera Land Company. Containing 50 acres, more or less.

The Purchase Price shall be \$ 16,500.00, payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the agent	\$ 1,000.00
Cash on closing this sale	\$ 3,500.00
	4,500.00

The Balance of \$12,000.00 payable by purchase money mortgage at \$150.00 per month at
seven percent (7%) interest, including principal and interest, payable on or before due
date on 30 days notice.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1968 AUG 13 AM 11:30
U.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE

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 sel-
ler's election, a title insurance policy issued by company qualified to insure titles in Alabama, in the amount of the purchase price, in-
suring 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 zon-
ing 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 120 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 on closing days after delivery of the deed.
The Seller hereby authorizes Bailes Realty Company 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 for-
feited 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
Bailes Realty Company \$1,500.00

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 full 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 war-
ranty 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 coven-
ants heretofore made, and any other agreements not incorporated herein are void and of no force and effect.

Witness to Purchaser's Signature:

[Signature]

[Signature] (SEAL)
Purchaser

Purchaser (SEAL)

[Signature]
Witness to Seller's Signature

[Signature] (SEAL)
Seller

[Signature] (SEAL)
Seller

Seller (SEAL)

Seller (SEAL)

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

(Name of firm) Bailes Realty Co.

By *[Signature]*

509

251