

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, This Agreement to Sell made and entered into on this 30 day of August, 1968, by and between D. A. Plier and wife, Sara Plier, and W. C. Burnett and wife, Zenola Burnett, Sellers, and Johnny H. Lemley and wife, Laura Lemley and James L. Hughes and wife, Onzell E. Hughes, Buyers, witnesseth:

WHEREAS, the sellers, above named, are the joint owners of the hereinafter described real estate situated in Shelby County, Alabama, as shown in Volume of Deeds 247 at Page 735, to-wit:

PARCEL I

Beginning at the NE corner of Block 51 according to a map of the Town of South Calera, Alabama, duly recorded in the Probate Office of Shelby County, which point is on the West margin of Montgomery Avenue; thence running South along the West margin of said Montgomery Avenue 43 yards to the point of beginning of the lot herein conveyed and which point forms the Southeast corner of a lot formerly conveyed by Lucas H. Washington and wife, Ada F. Washington to Luther Washington and wife, Thelma Washington, by warranty deed dated November 15, 1946, and recorded in the Probate Office of Shelby County, in Deed Book 127 at Page 256 and which point is marked by an iron pin; thence run Northerly along the said West margin of said Montgomery Avenue 93 feet; thence run Westerly and parallel to West Eighth Street a distance of 126 feet to a point; run thence Southerly 106 feet to a point on the South boundary of said lot formerly conveyed by grantors by Lucas H. Washington and Ada F. Washington, which said point is 135 feet West of the point of beginning, thence Easterly along said South boundary parallel with West 8th Street 135 feet to the point of beginning.

PARCEL II

A part of Block 51 according to Map of South Calera, Alabama, as recorded in Map Book 3 on Page 40 in Probate Office of Shelby County, Alabama, more particularly described as follows: Commence at the SE corner of Lot 11 in Block 51 and run in a Northerly direction along West right of way line of Montgomery Avenue a distance of 258 feet to point of beginning of lot herein described; thence run in a Westerly direction a distance of 134½ feet; thence run in a Southerly direction and parallel to the East line of said Block 51, to the South line of said Block and being the North margin of 7th Street; thence run in a Westerly direction along the South line of said Block to the Southwest corner of said Block 51; thence run in a Northerly direction along the East line of Mobile Avenue to the NW corner of Block 51; thence in an Easterly direction along the South margin of 8th Street to the NE corner of Lot 24 in Block 51; thence run in a Southerly direction along the West line of Lot now belonging to Frank I. Washington a distance of 43 yards more or less to the SW corner of Lot; thence in an Easterly direction along the South line of Frank I. and Annie Grace Washington lot to the West margin of Montgomery Avenue; thence in a Southerly direction along the west right of way line of Montgomery Avenue to the point of beginning, less and except the following portion of said above lands heretofore conveyed to Frank I. Washington, Jr., recorded in Volume of Deeds 245 at Page 586 in Shelby County, Alabama, described as follows:

See Release Miss Book #6 page 891 (9-27-82)

Beginning at the Southwest corner of Block 51 of the Map or Plat of South Colera and being the North margin of Seventh Street, run in a Northerly direction on and along the East right of way of Mobile Avenue to the center of a drainage ditch, thence East along the center of said drainage ditch 377½ feet, thence South about 372 feet and to the North side of Seventh Street, thence Westerly along the North side of Seventh Street to the Southwest corner of Block 51 and to the point of beginning, less and except a small parcel of land in the Southeast corner of said above described tract owned by Mr. Dalton Presley, being about 50 feet wide North and South and about 15' wide East and West, lying and being in the Northwest quarter of the Southwest quarter of Section 11, Township 24, Range 13.

and they have agreed to sell said property to the buyers, above named, at and for a total purchase price of \$11,500.00 and have further agreed to accept the sum of \$150.00 monthly, \$100.00 of same to be on the principal and \$50.00 of same to be on interest, insurance, taxes and carrying charge with the monthly payments to be made on the 1st day of September, 1968, and the 1st day of each succeeding month thereafter for 115 successive months. That the buyers, above named, are in possession of said property and they have agreed to buy same upon the above terms and to pay the sum of \$150.00 monthly with the first payment to be due and payable September 1, 1968, and successive monthly payments on the 1st day of each month thereafter until 115 payments have been made. It is further understood and agreed by and between the parties and in consideration of the agreements herein, as follows:

1. That the Sellers, above named, or their heirs, on the payment of the purchase price, as stated herein, will make and execute a Warranty Deed conveying said property to buyers and will furnish them at that time an up to date abstract upon said property showing same to be free and clear of all encumbrances.

2. That there is owed to the Jefferson Federal Savings and Loan Association of Birmingham, Alabama, a first mortgage upon said property payable in monthly payments and the sellers, above named, further agree to pay to the first mortgage holder the monthly payments made to them by the buyers, named herein.

3. It is further understood and agreed by and between the parties that should the buyers default in the payment of any monthly payment agreed to be paid herein, that the sellers may declare this agreement terminated and any monthly payments made before that date will be considered as rent for the use of said property and the buyers

will forfeit any rights thereafter in and to the property, and they agree further to surrender up possession of same upon a default, after a one ten days notice in writing to do so.

4. That the Sellers, named herein, will keep the five room residence situated upon same insured and they will pay the premium and further regularly assess and pay all taxes owed upon said property.

5. In the event of a default in the payment for said property the buyers herein agree to pay all the expenses and reasonable attorney fee for the collecting of any amounts owed or for the securing possession of said property and waive their right to claim personal property exempt to them as against the collection of same.

GIVEN under our hands and seals in triplicate, each having the force and effect of originals.

D. A. Plier

D. A. Plier, Seller

Sara Plier

Sara Plier, Seller

W. C. Burnett

W. C. Burnett, Seller

Zenola Burnett

Zenola Burnett, Seller

Johnny H. Lemley

Johnny H. Lemley, Buyer

Laura Lemley

Laura Lemley, Buyer

James L. Hughes

James L. Hughes, Buyer

Onzell E. Hughes

Onzell E. Hughes, Buyer

STATE OF ALABAMA

COUNTY OF

I, Keith L. Lantry

, a Notary Public in and for said state and county, hereby certify that D. A. Plier and wife, Sara Plier and W. C. Burnett and wife, Zenola Burnett, Sellers, whose names are signed to the foregoing agreement to sell, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement to Sell, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 30 day of August, 1968.

Keith L. Lantry
Notary Public

STATE OF ALABAMA

COUNTY OF

I, Hubert Lawrence, a Notary Public in and for said state and county, hereby certify that Johnny H. Lemley and wife, Laura Lemley and James L. Hughes and wife, Onzell E. Hughes, Buyers, whose names are signed to the foregoing Agreement to Sell, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement to Sell, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 30 day of August, 1968.

Hubert Lawrence
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1968 JUL -9 AM 9:15
H.C.C. FILE NUMBER OR
REG. NO. & PAGE AS SHOWN ABOVE
CONF. #1246
JUDGE OF PROBATE