

Montgomery Real Estate & Insurance Company

528 NORTH 20th STREET TELEPHONE 322-3325 BIRMINGHAM, ALA. 35201



Birmingham, Alabama January 29, 1970

The Undersigned Purchaser(s) _____ hereby agrees to purchase and
 The Undersigned Seller(s) _____ hereby agrees to sell
 the following described real estate, improvements, shrubbery plantings, fixtures, and appurtenances, situated in Jefferson County,
 Alabama, in the terms stated below: Shelby

Address _____

Legal Description: Lot _____ Block _____ Sector _____ Survey _____
All that part of the following described property which is located southerly of the Right of way of Alabama Highway #25, in Shelby County, Alabama, viz: East 10 acres of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 29, Township 20, Range 2 East and West 30 acres of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 29, Township 20 Range 2 East. Containing 10 acres, more or less.

The Purchase Price shall be \$ 2,500.00, payable as follows:
 Earnest Money, receipt of which is hereby acknowledged by the agent _____ \$ 500.00
 Cash on closing this sale _____ \$ 2,000.00
Total Purchase Price 2,500.00

Purchaser will pay for title policy and commission on sale.

Property is to be delivered free of any incumbrances except the current years taxes which are to be prorated.

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS INSTRUMENT WAS FILED
 1970 MAR 31 AM 11:33
 REC. BK. & PAGE AS SHOWN ABOVE
 U.C.C. FILE NUMBER OR
 JUDGE OF DEEDS

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 standard form title insurance policy issued by a 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, 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 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.

The taxes, 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 credited 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 30 days, 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 Montgomery Real Estate & Insurance Co. _____ 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 his Agent. The undersigned Sellers agree to pay Montgomery Real Estate & Insurance Co. _____, as their agents, as compensation for negotiating this sale, a sales commission provided under the schedule of commissions recommended by the Birmingham Board of Realtors.

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 or assumed may be cleared at time of closing from sales proceeds.

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.

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, and all warranties herein made shall survive the delivery of the above deed.

Witness to Purchaser's Signature:

J. B. Cooper

[Signature] (SEAL)
 Purchaser

_____ (SEAL)
 Purchaser

_____ (SEAL)
 Seller

Atty. Lloyd R. Haynes
 Witness to Seller's Signature

[Signature] (SEAL)
 Seller

_____ (SEAL)
 Seller

_____ (SEAL)
 Seller

_____ (SEAL)
 Seller

_____ (SEAL)
 Seller

_____ (SEAL)
 Seller

_____ (SEAL)
 Seller

Receipt is hereby acknowledged of the earnest money CASH CHECK as herein above set forth.
 MONTGOMERY REAL-ESTATE & INSURANCE CO.

By J. B. Cooper

BOOK 261 PAGE 736