

J. P. GRAHAM REAL ESTATE CO.
SERVING METROPOLITAN
BIRMINGHAM, ALABAMA
PHONE 663-3895
SUBURBAN OFFICES HWY. 31 SOUTH
BOX 371 • PELHAM, ALABAMA 35124

This Form Furnished By

ALABAMA TITLE CO., INC.

4809
Birmingham, Alabama May 3, 1971

The Undersigned Purchaser UNDERSIGNED

hereby agrees to purchase and

The Undersigned Seller Jack P. Comer and wife Sara E. Comer

hereby agrees to sell

the following described real estate, situated in Jefferson County, Alabama, on the terms stated below:

N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 22, Township 22, Range 2 West lying North of the Southern Rail Road also being known as blocks 120 thru 125 both inclusive of Dunston's Survey of the Town of Calera, being approximately 26 acres situated in Shelby County, Alabama.

The Purchase Price shall be \$22,400.00 ^{\$20,800.00} *93 WLC*, payable as follows:
Earnest money, receipt of which is hereby acknowledged by the agent \$ 500.00
Cash on closing this sale \$22,900.00 ^{\$20,300.00} *EM WLC*

Subject to obtaining a Railway Siding to property.

Subject to City Water Mains to property.

Subject to Natural Gas Main to property.

Property to be surveyed by seller and sales price to be adjusted according to exact acreage shown in survey at \$800.00 ^{per acre} *(800.00) WLC*

Subject to Streets, Avenues and Alleys shown in Dunston's Survey of the Town of Calera on said property being vacated.

Subject to 2nd Street, according to J.H. Dunstan's Map of Calera, being opened up from State Highway 25 into property. *WLC*



19710907000037290 1/1 \$.00
Shelby Cnty Judge of Probate, AL
09/07/1971 12:00:00 AM FILED/CERT

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 title insurance policy issued by 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, 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 zoning 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, or lease sale contract, and any advance payments to mortgagee for taxes, insurance, or FHA insurance premiums shall be returned to the Seller by the Purchaser.

The sale shall be closed and the deed delivered on or before 60 days 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: 60 days days after delivery of the deed.

The undersigned owners agree to pay J.P. Graham Real Estate Co. as their Agents, a sales commission of 10% percent of the total purchase price.

The Seller hereby authorizes J.P. Graham Real Estate Company to hold the 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 the Agent.

The Seller agrees to convey said property to the Purchaser by A 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 warranty 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 covenants heretofore made, and any other agreements not incorporated herein are void and of no force and effect.

Witness to Purchaser's Signature:

Witness to Seller's Signature:

Wayne Russell
Wayne Russell

Robert Bridges (SEAL)
Purchaser
John Long Cook (SEAL)
Purchaser
Jack P. Comer (SEAL)
Seller
Sara E. Comer (SEAL)
Seller

Seller

Seller

Receipt is hereby acknowledged of the earnest money

☐ CASH ☒ CHECK as herein above set forth.

Name of firm J. P. Graham Real Estate

By Wayne Russell

BOOK PAGE 795

U.S. DEPT. OF JUSTICE
RECEIVED
SEP - 7 PM 2:37
FBI - BIRMINGHAM
THIS FILE