

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.

4808  
Pelham, Alabama May 3, 1971

The Undersigned Purchaser UNDERSIGNED hereby agrees to purchase and  
The Undersigned Seller H. E. Roberson and wife Irene Roberson hereby agrees to sell  
the following described real estate, situated in Jefferson County, Alabama, on the terms stated below:

All that part of NE $\frac{1}{4}$  of NW $\frac{1}{4}$  lying South of the Southern Rail Road, North  
of the Calera and Columbiana Road and West of Highway I-65 in Section 22,  
Township 22, Range 2 West ALSO the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  lying South of the  
Southern Rail Road in Section 22, Township 22, Range 2 West, containing  
13 Acres more or less. 14,300.00 HER SR

The Purchase Price shall be 14,300.00, payable as follows:  
Earnest money, receipt of which is hereby acknowledged by the agent 500.00  
Cash on closing this sale 13,800.00

Subject to obtaining Railroad 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 11,100.00 per acre HER SR  
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.



19710917000039010 1/1 \$.00  
Shelby Cnty Judge of Probate, AL  
09/17/1971 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 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, or lease sale contract, and any advance payments to mortgagee for taxes, insurance, or FHA insur-  
ance 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. & Findley Realty as their agents, a sales commission of 10% percent  
of the total purchase price.

The Seller hereby authorizes J. P. Graham Real Estate Co. 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 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 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 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:

Wayne Russell

Witness to Seller's Signature

Wayne Russell

Eugene Bridges Jr (SEAL)

Purchaser Wm Long Cole (SEAL)

Purchaser H. E. Roberson (SEAL)

Seller H. E. Roberson (SEAL)

Seller Irene Roberson (SEAL)

Seller Irene Roberson (SEAL)

Seller Irene Roberson (SEAL)

Receipt is hereby acknowledged of the earnest money

☐ CASH ☒ CHECK as herein above set forth.

Name of firm

By

J. P. Graham