

Approved by
Birmingham Board of Realtors
October, 1970This Form Furnished by
TITLE GUARANTEE DIVISION

Lawyers Title Insurance Corporation

Alabaster
Birmingham, Alabama Sept. 13, 1971

The Undersigned Purchaser(s) James Wise 1029 4th Terrace Crt. B'ham. hereby agrees to purchase and
 The Undersigned Seller(s) W. M. Farris hereby agrees to sell
 the following described real estate, improvements, shrubbery, plantings, fixtures, and appurtenances, situated in Jefferson County,
 Alabama, on the terms stated below:

Address Alabaster, Ala.Legal Description: Lot 14 Block 3 Sector First Survey Navajo Hills
SubdivisionThe Purchase Price shall be \$2500.00, payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the agent _____ \$

Cash on closing this sale _____ \$2500.00 Receipt is
acknowledged as of date.

Subject to restrictions as recorded in Book 243 page 480 in the
 Probate Office of Shelby County, Alabama

19710928000040690 1/1 \$.00
 Shelby Cnty Judge of Probate, AL
 09/28/1971 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 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 _____, 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 _____ 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 _____

_____ percent of the total purchase price, as agent, a sales commission of

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:

James R. SchultzJames M. Wise (SEAL)
Purchaser

Purchaser (SEAL)

James R. Schultz
Witness to Seller's SignatureW. M. Farris (SEAL)
Seller

Seller (SEAL)

Seller (SEAL)

Seller (SEAL)

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

(Name of firm)

By _____

REC. GR. & PAGE AS SHOWN ABOVE
 1971 SEP 28 AM 9:38
 SHIRLEY M. SHAW
 BY CO.
 FILED