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Shelby Cnty Judge of Probate, AL
01/14/1972 12:00:00 AM FILED/CERT

SEVENTEEN ALABAMA

SHELBY COUNTY

WITNESS THIS CONTRACT AND AGREEMENT entered into and executed this the 15 day of January, 1972, by and between the undersigned purchaser G. J. Tolan and the undersigned Seller, Alabaster Church of Christ, a corporation, WITNESS:

The undersigned purchaser does hereby agree to purchase and the undersigned seller does hereby agree to sell the following described real estate situated in Shelby County, Alabama, on the terms stated below, said property being more particularly described as follows, to-wit:

All that part of Lot 9, Block A. Nickerson's Addition to Alabaster, that lies South or Southwest of U. S. Highway No. 31, all as shown on map of Nickerson's Addition to Alabaster as recorded in Map Book 3, page 61, in the Probate Records of Shelby County, Alabama.

The purchase price of said property shall be the sum of FOURTHOUSAND DOLLARS \$4,000.00) payable as follows: Said purchaser shall pay upon the execution of this said agreement the sum of Four Hundred Dollars earnest money, the receipt of which is hereby acknowledged by the Seller. The balance of said purchase price or \$3600.00 shall be due and payable in cash by the purchaser to the seller on the closing of this sale.

This sale shall be closed and the deed delivered on or before 120 days, except that the parties, or either of them, shall have a reasonable length of time in addition thereto within which to perfect title or cure defects in the title to said property. Possession is to be given on delivery of the deed.

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.

These seller agrees to convey said property to the purchaser by general warranty deed free of all encumbrances.

Seller warrants that it has not received any notification from any governmental agency of any pending public improvements, or requiring any repairs, replacements, or alterations to said premises that have not been 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.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS AND ON THE DATE FIRST GIVEN ABOVE.

Nancy H. Hester
Witness

G. J. Tolan
Purchaser
ALABASTER CHURCH OF CHRIST, a corporation

Estella Haynes
Witness

By Robert Haynes
Robert Haynes, Trustee

Elnora Lee
Witness

Henry Lee Haynes
Henry Lee Haynes, Trustee

Elnora Lee

J. C. Lee, Trustee

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Deed Book