

AGREEMENT FOR DEED

19731106000061470 1/2 \$.00
Shelby Cnty Judge of Probate, AL
11/06/1973 12:00:00 AM FILED/CERT

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Dixie Acceptance Corporation,

MADE this 17th day of August, 1967, BETWEEN ~~UNITED STATES FINANCE COMPANY, INC.~~ of the County of Duval, State of Florida, hereinafter referred to as Seller, and Beatrice Lilly of the County of Shelby, State of Alabama, hereinafter referred to as Purchasers.

WITNESSETH, That provided the said Purchasers shall first make the payments and perform the covenants hereinafter set forth on their part to be made and performed the said Seller covenants and agrees to and will by good and sufficient deed convey and assure to the said Purchasers, their heirs and assigns forever in fee simple, the following described property situated in Shelby County, Alabama, to-wit:

That part of the NE 1/4 of the SW 1/4 of Section 20, Township 22, Range 3 West beginning at the Southwest corner of the said F. H. Tolbert land and running Northeasterly 294 to a steel post; thence go west 68 feet to point of beginning; thence continue West 50 feet; thence go North 100 feet; thence Easterly 50 feet; thence South 100 feet to point of beginning.

The time purchase price of said property is \$ 3,470.00, of which the Purchasers have herewith paid to the Seller a down payment of \$ 50.00. The Purchasers agree to pay the balance to the Seller at P. O. Box 1054, Jacksonville 1, Florida, in Ninety (90) consecutive monthly installments, each in the sum of Thirty Eight and No/100 Dollars (\$ 38.00) payable on the 15th day of each and every month hereafter beginning with the 15th day of September, 1966, until fully paid. The Purchasers may prepay any part of the time purchase price hereof in multiples of a monthly payment on any installment payment date.

In the event any portion or said property is taken by condemnation, purchase and the Seller agree that the proceeds of such condemnation shall be payable to Seller and the amount thereof shall be credited on the purchase price of said property.

The Purchasers covenant and agree as follows: (a) to assess and pay all taxes, fines and assessments levied or assessed on said property subsequent to the last day of the year preceding the date hereof, as and when the same respectively become due and shall exhibit to the Seller immediately after such payment the official receipts therefor; (b) to place and continuously keep on the buildings now or hereafter situate on said land fire and extended coverage insurance in the usual standard policy form in a sum not less than full insurable value of the property in such company or companies as may be approved by the Seller and said policies shall be delivered up and held by the Seller and contain the usual clauses making said policies payable to the Seller as its interest may appear; and in the event any sum of money becomes payable under such policies the Seller shall have the right to receive and apply the same on account of the indebtedness secured hereby; (c) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof; (d) to at all times keep and maintain the buildings and improvements on said land in a good and tenantable state of repair and condition. In the event the Purchasers shall fail to comply with any covenant contained in items a, b, c, or d of this paragraph hereof, Seller may (but shall have no obligation to) perform such covenant on behalf of the Purchasers and the full amount of every payment made by Seller in such connection shall bear interest at the rate of 10% per annum from the date so paid and every payment, including interest, shall be added to and become a part of the purchase price.

Time is of the essence of this agreement and in the event of any breach of this agreement or default on the part of the Purchasers of any kind whatsoever, the Seller may without notice to the Purchasers exercise the following options: (a) to terminate this agreement and retain all sums of money theretofore paid by the Purchasers as liquidated damages and/or the reasonable rental value of said land, and to re-enter said premises and take possession thereof, and the Purchasers shall thereafter have no further interest in the property whatsoever, or (b) in the event the Purchasers refuse to surrender possession peacefully to Seller, to this agreement, in which event the Purchasers agree to pay all costs of such proceedings, including a reasonable attorney's fee.

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The words seller, sellers, purchaser and purchasers, whether in the singular or plural as the case may be wherever herein used shall be taken to mean and include the singular, if only one, and plural, jointly and severally, if more than one, and their respective heirs, assigns and legal representatives, and that the word their taken to mean his, her or its wherever the context hereof so implies or admits.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

Beatrice Lilly (SEAL)
Purchaser

Purchaser (SEAL)

DIXIE ACCEPTANCE CORPORATION, A CORPORATION
UNITED STATES FINANCE COMPANY, INC.
Seller

By [Signature] (SEAL)

STATE OF ALABAMA
COUNTY OF Shelby
1973 MAY 8 11 21 32
REC. & PAGES SUBMITTED

STATE OF Alabama
COUNTY OF Shelby

This day before me, a Notary Public, appeared Beatrice Lilly

and _____, both of whom are to me well known, and known to me to be the individuals described in and who acknowledged the foregoing agreement, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal this 20th day of May, A.D. 1967.

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[Signature]
Notary Public in and for the State
and County aforesaid
My commission expires: _____

STATE OF Florida
COUNTY OF Duval

This day before me, a Notary Public, appeared J. K. Swinney

to me well known and known to me to be the Asst. Vice President of Dixie Finance Corporation, Inc., and the person who acknowledged the foregoing instrument, and who acknowledged before me that he is duly authorized to execute same on behalf of said corporation, and that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal this 13 day of August, A.D. 1967.

Mildred W. Miles
Notary Public in and for the State
and County aforesaid.
My commission expires: _____

Notary Public, State of Florida at Large
My Commission Expires April 5, 1973
Bonded By American Fire & Casualty Co.

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