

5858

STATE OF ALABAMA }
SHELBY COUNTY }

Before me, the undersigned authority, in and for said County and State, personally appeared Robert A. Hodges, who, being known to me and being by me first duly sworn, deposes and says as follows:

My name is Robert A. Hodges and I am one and the same person as Robert A. Hodges, one of the sellers in that certain real estate contract dated February 8, 1972, and, a copy of which is attached hereto as Exhibit "B" and made part and parcel hereof as fully as if set out herein. By said real estate contract, the undersigned and his wife, Helen V. Hodges, agreed to sell certain property situated at Shelby County, Alabama, a more exact description of which is attached as Exhibit "A" hereto and made part and parcel hereof as fully as if set out herein.

A part of our original contract whereby said property was sold was that my wife and I could retain the ownership of the three frame houses which are located said real estate described on Exhibit "A" attached hereto. We are still the owners of and have the right of possession to these three frame houses. It is my understanding that some or all of these frame houses are to be included in a portion of the right of way to be acquired for U. S. Highway No. I-65. These houses are in the possession of and the property of affiant, Robert A. Hodges and wife, Helen V. Hodges, who are the owners of the same.

Robert A. Hodges
Robert A. Hodges

Sworn to and subscribed before
me this 3rd day of JUNE, 1974.

Charles McBrayer
Notary Public

MY COMMISSION EXPIRES
2-10-76

19740603000026680 1/3 \$.00
Shelby Cnty Judge of Probate, AL
06/03/1974 12:00:00AM FILED/CERT

BOOK 287 PAGE 211

EXHIBIT "B"

This Form Furnished By

ALABAMA TITLE CO., INC.

Birmingham, Alabama February 8, 1972

The Undersigned Purchaser Undersigned hereby agrees to purchase and

The Undersigned Seller Undersigned hereby agrees to sell

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

Parcels "A" "B" and "C" as the same is set out and described in the survey prepared by Thomas L. Douglas dated February 23, 1971, a copy of which is attached hereto and is made a part hereof by reference, consisting of 62.7 acres, more or less.

The Purchase Price shall be \$ 94,050.00, payable as follows:

Earnest money, receipt of which is hereby acknowledged by the agent	\$ 1,000.00
Cash on closing this sale	\$ 26,274.50
Purchase Money Mortgage	\$ 66,775.50

Seller to take back a purchase money Mortgage in the amount \$66,775.50 bearing interest of Seven (7%) Percent for a period of five years with annual payments of Fifteen Thousand Eight Hundred Seventy Three & 12/100 Dollars, beginning one year from date of closing.

THE FRAME HOUSES AND THE MOBILE HOME NOW LOCATED ON THE PROPERTY ARE NOT TO BE INCLUDED AS A PART OF THIS SALE. THEY WILL REMAIN THE PROPERTY OF THE SELLER WHO WILL AT HIS OWN EXPENSE REMOVE THEM FROM THE PROPERTY WITHIN 12 MONTHS OR BY WRITTEN REQUEST FROM PURCHASER WITHIN 60 DAYS. ANY AND ALL RENTS PAID ON THESE HOUSES UNTIL REMOVED FROM THE PROPERTY BELONG TO AND ARE TO BE PAID TO THE SELLER.

THE APPRAISER R. A. H. H. H.

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 30 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 30 days after delivery of the deed.

The undersigned owners agree to pay J. P. Graham Real Estate Co. 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 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 warranty deed, free of all encumbrances, except as hereinbefore 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:

Donald R. Murphy

Robert A. Holder (SEAL)
Purchaser

Robert A. Holder (SEAL)
Purchaser

Witness to Seller's Signature:

J. P. Graham
J. P. Graham

Robert A. Holder (SEAL)
Seller

Robert A. Holder (SEAL)
Seller

Robert A. Holder (SEAL)
Seller

Robert A. Holder (SEAL)
Seller

Receipt is hereby acknowledged of the earnest money

☐ CASH ☒ CHECK as herein above set forth.

Name of Firm J. P. Graham Real Estate Co.

Donald R. Murphy

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Shelby Cnty Judge of Probate, AL
06/03/1974 12:00:00AM FILED/CERT



19740603000026680 3/3 \$.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

Commence at the SE corner of Section 13, Township 20 South, Range 3 West and run West along the Section line a distance of 1,359.81 feet to the point of beginning of the property herein described; thence turn 116 degrees 51' right and run Northeasterly a distance of 315.00 feet; thence turn 63 degrees 09' right and run East a distance of 315.0 feet to a point on the West right of way of a paved County Road; thence turn 63 degrees 09' left and run Northeasterly along said West right of way to a point 330 feet south of North line of SE 1/4 of SE 1/4 of said Section being the SE corner of the L.G. and Ella Brantley property; thence run West along the south boundary of said Brantley property to the West boundary of said SE 1/4 of SE 1/4; thence South along the West line of said SE 1/4 of SE 1/4 a distance of 28 feet, being the Southern-most corner of the said Brantley property; thence run in a Northwesterly direction along the Southerly boundary of said Brantley property a distance of 607 feet, more or less to the centerline of Coats Branch; thence Southerly along the centerline of said Branch to a point where Branch intersects the South line of said Section 13; thence East along Section line a distance of 1,191.08 feet to point of beginning; situated in the S 1/2 of SE 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, and containing 38.8 acres, more or less, and except existing easements of record.

Also, commence at the NE corner of Section 24, Township 20 South, Range 3 West and run West along said Section line a distance of 999.76 feet to the West right of way of a paved County Road; said point being the point of beginning of the property herein described; thence turn 91 degrees 20' left and along said right of way a chord distance of 88.5 feet; thence turn 60 degrees 57' right and along gravel road a distance of 86.0 feet; thence turn 29 degrees 22' left and along said Road a distance of 572.66 feet; thence turn 25 degrees 38' left and along said Road a distance of 60.45 feet, more or less, to point on Southern boundary of N 1/2 of N 1/2 of NE 1/4 of said Section 24; thence turn 83 degrees 45' right and run Westerly along the Southern boundary of said N 1/2 of N 1/2 of NE 1/4 of said Section 24, a distance of 1,306.70 feet to a point in the centerline of Coats Branch; thence Northerly along centerline of said Branch to a point where the centerline of said Branch intersects the North line of said Section 24; thence run East along the Section line a distance of 1,551.13 feet to the point of beginning. Situated in the N 1/2 of NE 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, and containing 22.4 acres, more or less. Less and except existing easements of record.

REC. BK. & PAGE AS SHOWN
JUDGE OF PROBATE

1974 JUN - 3 11 30 AM

BOOK 287 PAGE 213

BOOK 321 PAGE 389

REC. BK. & PAGE AS SHOWN
JUDGE OF PROBATE

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