

GENERAL CONTRACT  
LAND TITLE COMPANY OF ALABAMA  
112 NORTH 21st STREET  
BIRMINGHAM, ALABAMA

PHONE 251-2871

Approved by  
Birmingham Board of Realtors  
JUNE 19, 1974

5041

Birmingham, Alabama

3-27-1976

The Undersigned Purchaser(s) CLAUDE H. STUTEVILLE and PAULA T. hereby agrees to purchase and  
The Undersigned Seller(s) WESLEY THIGPEN hereby agrees to sell  
the following described real estate, improvements, shrubbery, plantings, fixtures, and appurtenances, situated in Shelby County,  
Alabama, on the terms stated below: SHELBY

Address Lot 1, Block B Riverchase Subdivision (Plan 103)

Legal Description: Lot 1 Block B Sector \_\_\_\_\_ Survey \_\_\_\_\_

situated in and being a part of the West 1/2 of Sec. 18, Twp. 21S,

Range 2E, Shelby County, Alabama.

The Purchase Price shall be \$2000.00, payable as follows: C.H.S. P.T.S. by agent, S.R. 3-27-76 (H.S. P.T.S.)

Earnest Money, receipt of which is hereby acknowledged by the agent \$ 500.00 C.H.S. P.T.S. by agent, S.R. 3-27-76

Cash on closing this sale \$ 1500.00 2000.00

Subject to building permit by Shelby County Health Department  
insurance for site to be built.  
Seller agrees to stake out corners of said lot.

Purchaser agrees to pay the sum of \$375.00 as his part of paying  
102' on Riverchase in front of Lot 1, Block B, Riverchase Subdivision.

at such time as street is paved. This amount is to be paid to the  
paying contractor. W.T. C.H.S. P.T.S. by agent, S.R. (H.S. P.T.S.)

Purchaser and seller agree to equally split attorney fees of \$100.00 for closing attorney.

Date today Additional legal fees will be paid by person obtaining such service.  
The undersigned seller agrees to furnish the purchaser a standard form title insurance policy issued by a company qualified to insure  
titles in Alabama, in the amount of the purchase price, insuring purchaser against loss on account of any defect or encumbrance in  
the title, unless herein excepted, otherwise, the earnest money shall be refunded. In the event both owner's and mortgagee's title  
policies are obtained at the 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. **SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD**

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 30 days, 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 deliv-  
ery of deed, if the property is then vacant; otherwise possession shall be delivered: \_\_\_\_\_ days after delivery of the deed. The  
Seller hereby authorizes South O Town Realty 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 COMMISSION PAYABLE TO THE AGENT IN THIS SALE IS NOT SET BY THE BIRMINGHAM BOARD OF REALTORS, BUT IS  
NEGOTIABLE BETWEEN THE SELLER AND THE AGENT, and in this contract, the seller agrees to pay \_\_\_\_\_ the

South O Town Realty as their agent a sales commission of \_\_\_\_\_

amount of, 10% for negotiating this sale.

The Seller agrees to convey said property to the Purchaser by J.T.S.S. 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, representa-  
tions, 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: Wesley Thigpen (SEAL)

Witness to Seller's Signature: Wesley Thigpen (SEAL)

Witness to Seller's Signature: Wesley Thigpen (SEAL)

Witness to Seller's Signature: Wesley Thigpen (SEAL)

Witness to Seller's Signature: Wesley Thigpen (SEAL)

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

(Name of firm) South O Town Realty  
Wesley Thigpen