

STATE OF ALABAMA
JEFFERSON COUNTY

19770510000044790 1/9 \$.00
Shelby Cnty Judge of Probate, AL
05/10/1977 12:00:00 AM FILED/CERT

8488

A F F I D A V I T

Before me, the undersigned authority in and for said County in said State, personally appeared Mary L. Harris, who being duly sworn deposes and says as follows:

My name is Mary L. Harris and I am over the age of twenty-one years and a resident citizen of the State of Alabama, residing at 2003-B Long Leaf Drive, Birmingham, Alabama 35216.

In or about the month of April 1973 my husband, Jack D. Harris and I contracted to purchase a parcel of property known to me and evidenced in contract attached hereto and marked Exhibit "A", specifically made a part hereof, as Lot 8 Oak Mountain Office Park. Said property being situated in Shelby County, Alabama. The purchase price for said Lot 8 was to be \$17,500.00. Lot 8 of Oak Mountain Office Park was described to me pursuant to that certain unfiled and unrecorded Subdivision Map prepared by Coulter and Gay Engineering Company, Inc., of Homewood, Alabama, a copy of said unfiled and unrecorded map being attached hereto and marked Exhibit "B", specifically made a part hereof.

The purpose of this Affidavit is to clarify and insure whoever may be concerned that Lot 8 as shown in the attached Exhibit "B" of this Affidavit is presently under a valid contract between the owner of said property, Mr. D. W. Humphries as Seller, and constitutes a valid lien on said property as shown in the unrecorded Map marked Exhibit "B" contingent on said conditions found in that certain contract marked Exhibit "A" by and between the parties in said contract.

It is your Affiant's understanding and belief that the owner by and through his agent, C. B. Holliman, has resurveyed that certain Subdivision known as Oak Mountain Office Park heretofore previously referred to in Exhibit "B", a copy of said second Survey being attached hereto and marked Exhibit "C", specifically made a part hereof. The date on the said second map shows August 21, 1973, subsequent to the contract heretofore described as Exhibit "A" hereof.

Your Affiant hereby claims an equitable lien by and through

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her contract of April 1973 on all properties encompassed and confined within Lot 8 of Exhibit "B" which said property consists of Lot 6 and part of Lot 7 of the second survey dated August 22, 1973 marked Exhibit "C" hereof.

Your Affiant is ready, willing and able to perform under the contract marked Exhibit "A" hereof, and hereby places the world on notice of her claim pursuant thereto.

The unrecorded maps found in Exhibits "B" and "C" are located and situated in the Northeast quarter of Northwest quarter of Section 6 Township 20 South, Range 2 West and also a part of said Oak Mountain Office Park being located and situated in the Northwest quarter of Section 6 Township 20 South, Range 3 West in Shelby County, Alabama.

Further Affiant deposes not.



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Mary L. Harris
Mary L. Harris

Subscribed and sworn to before me on this
the 10 day of MAY, 1977.

Robert R. Sutton
Notary Public.



J. P. GRAHAM REAL ESTATE CO.
SERVING METROPOLITAN
BIRMINGHAM, ALABAMA
SUBURBAN OFFICES HWY. 31 SOUTH
BOX 371 PELHAM, ALABAMA 35124



Birmingham, Alabama April 11, 1977

The Undersigned Purchaser Jack D. Harris hereby agree to purchase and
The Undersigned Seller J.P. Graham Co. & C. A. Holliman hereby agree to sell
the following described real estate, situated in Jefferson County, Alabama, on the terms stated below:
Shelby

Lot B of Oak Mountain Office Park

\$17,500.00

The Purchase Price shall be \$17,500.00 payable as follows:
Earnest money, receipt of which is hereby acknowledged by the agent \$500.00
Cash on closing this sale \$17,000.00

Seller to hold mortgage on balance of purchase price at 12% interest payable
in three annual payments of \$5,833.33

Closing to be upon completion of paving of street fronting above
described property.

Subject to approval of plans and specifications by Oak Mountain Park, Inc.

Subject to 25 foot building set back line.



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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 see above 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: 5 days after delivery of the deed.

The undersigned owners agree to pay J.P. Graham Co. & C. A. Holliman as their agents, a sales commission of 10 percent of the total purchase price.

The Seller hereby authorizes J.P. Graham Co. & C. A. Holliman 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 3 warranty deed, free of all encumbrances, except as hereinabove 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:

[Signature]

Jack D. Harris (SEAL)
Purchaser

[Signature] (SEAL)
Purchaser

Witness to Seller's Signature

[Signature] (SEAL)
Seller

[Signature] (SEAL)
Seller

[Signature] (SEAL)
Seller

[Signature] (SEAL)
Seller

Receipt is hereby acknowledged of the earnest money

☐ CASH ☒ CHECK, as herein above set forth

Name of

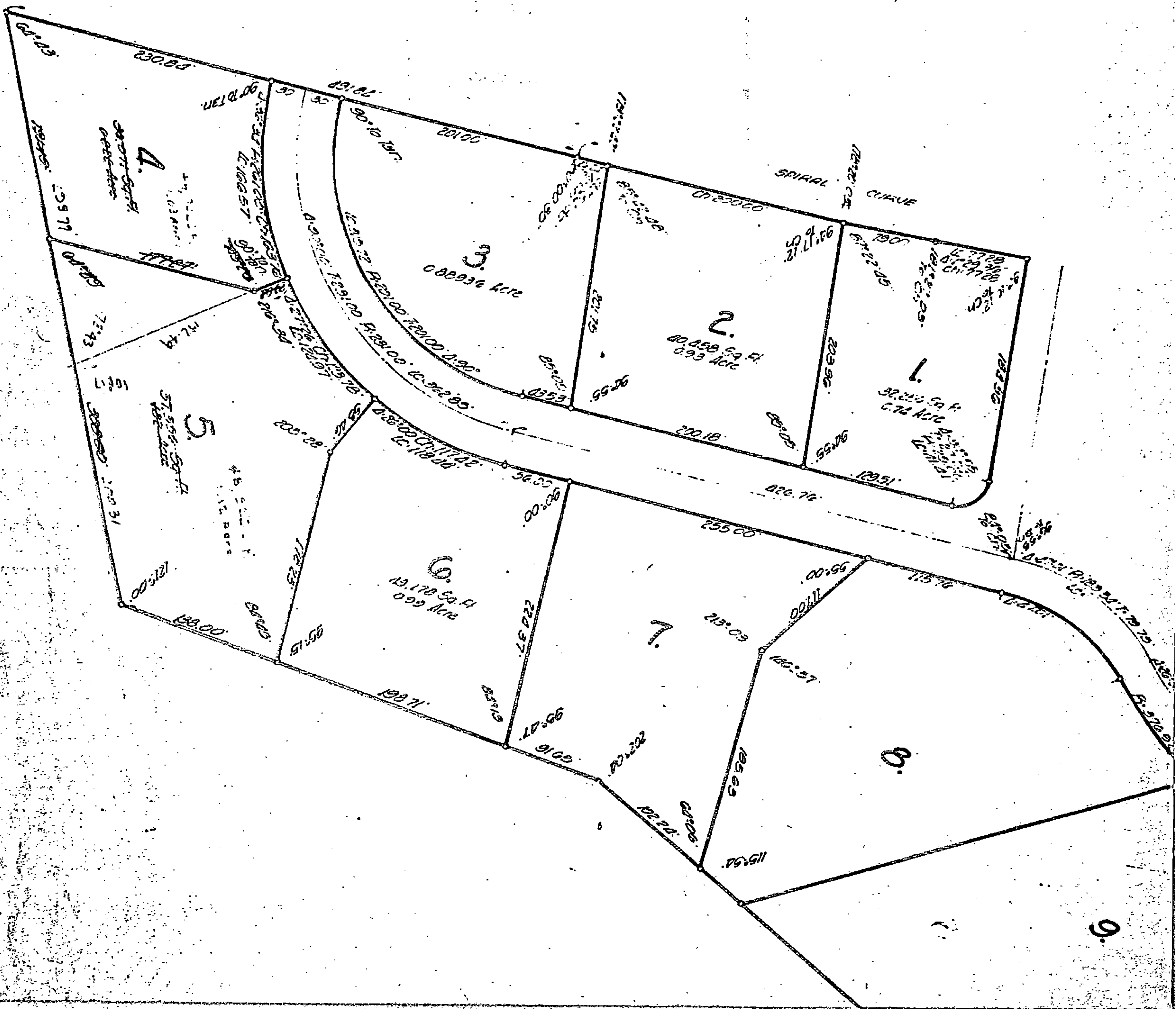
By

EXHIBIT "A"



19770510000044790 4/9 \$.00
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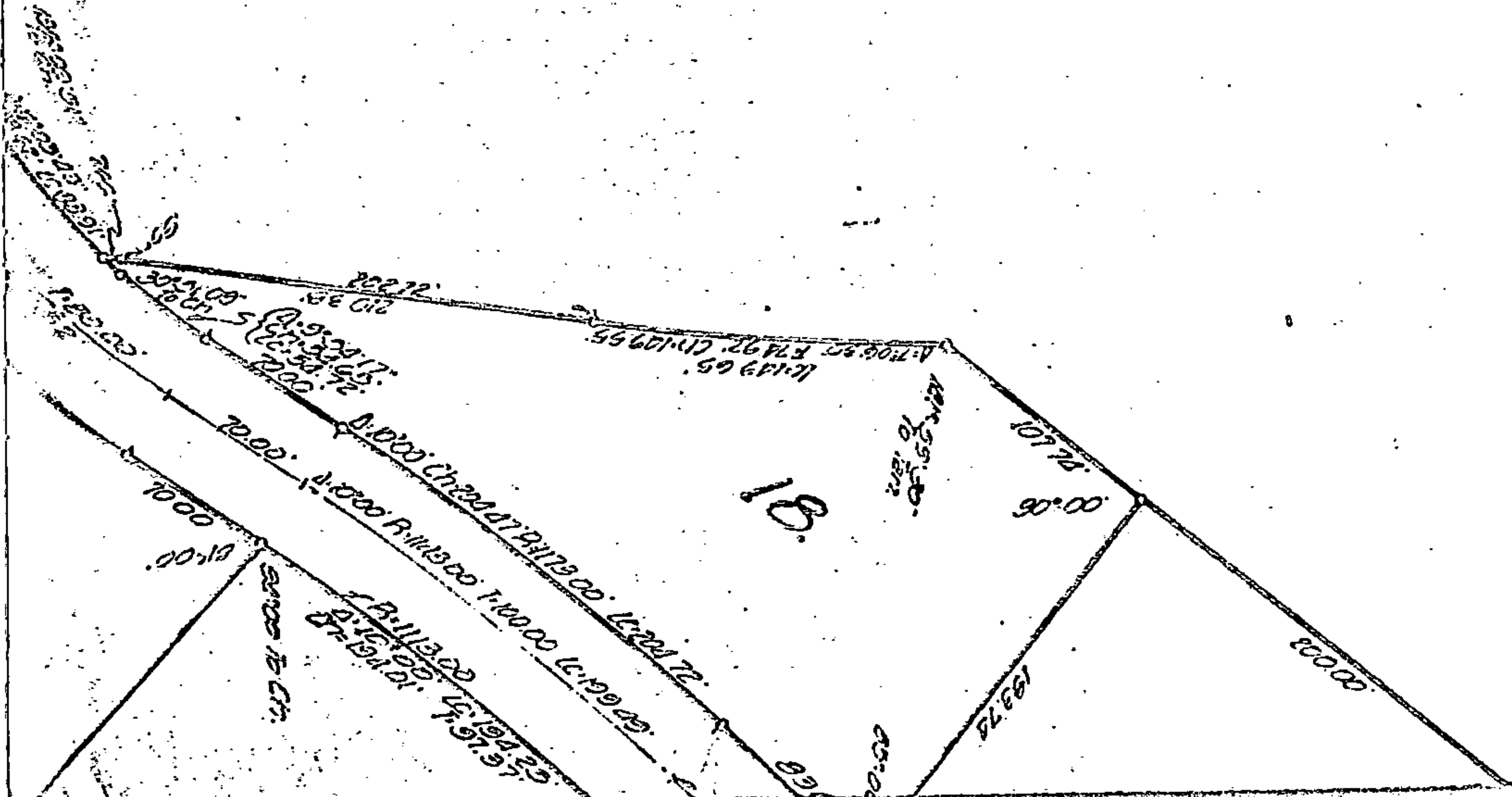
CHICK MOUNTAIN CITY
SUBDIVISION

Carter, J. D., Attorney at Law



19770510000044790 5/9 \$.00
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Exhibit B





19770510000044790 6/9 \$.00
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PRELIMINARY PLAN

A PLANNED COMMERCIAL DEVELOPMENT
OAK MOUNTAIN OFFICE PARK SUBDIVISION

SITUATED IN THE N.E. 1/4 & N.W. 1/4 OF SECTION 6, T-20-S, R-2-W

SCALE: 1"=60'

SHELBY COUNTY, ALABAMA

DATE: 8-22-73

DESIGNED BY: A.C. COULTER

REVISION 11-14-73

REVISION 12-4-73

REVISION 10-12-73



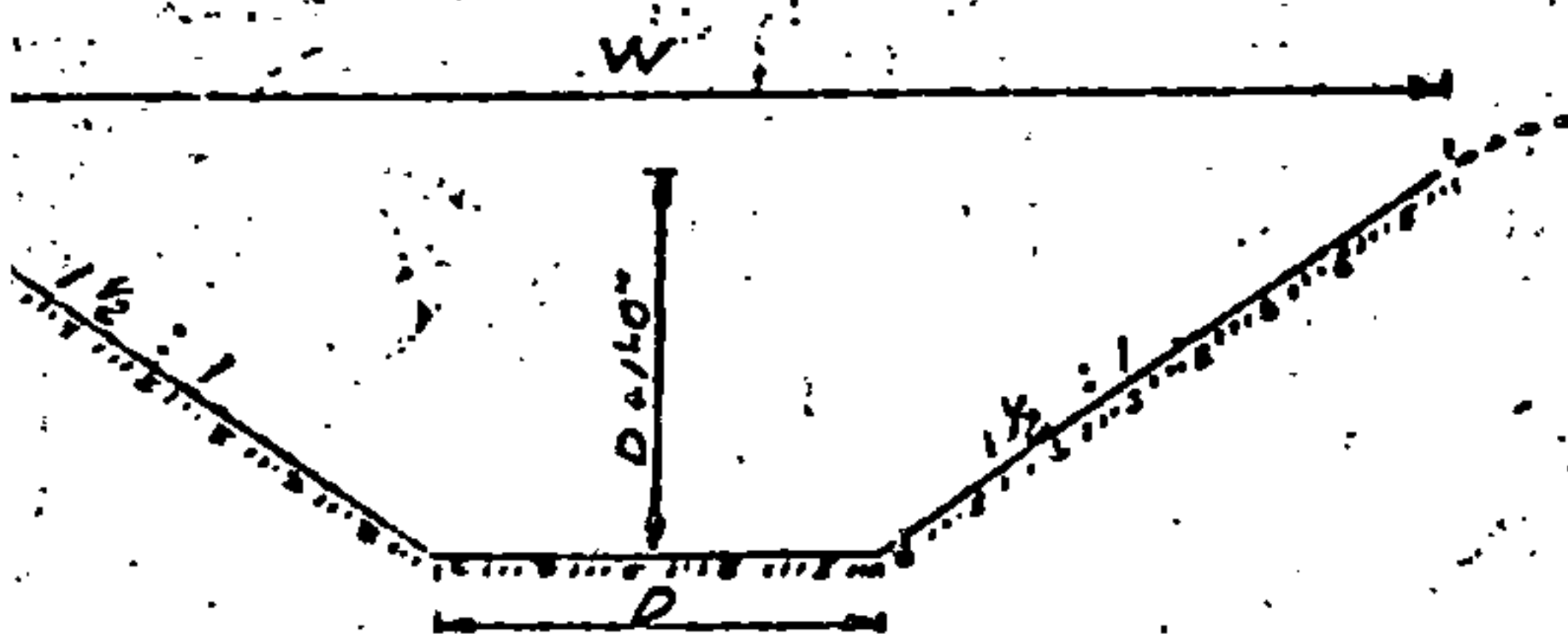
GRAPHIC SCALE

COULTER AND GAY ENGINEERING CO., INC.
HOMewood, ALABAMA

DEVELOPER:

D.W. HUMPHRIES 3412 LORNA LANE 822-4732
BIRMINGHAM, ALA.

Approved
A.C. COULTER
PRESIDENT



TYPE	PIPE SIZE	D	W
A	18"	1'-6"	9'-0"
B	24"	2'-0"	11'-0"
C	30"	2'-6"	13'-0"
D	36"	3'-0"	15'-0"
E	48"	4'-0"	19'-0"

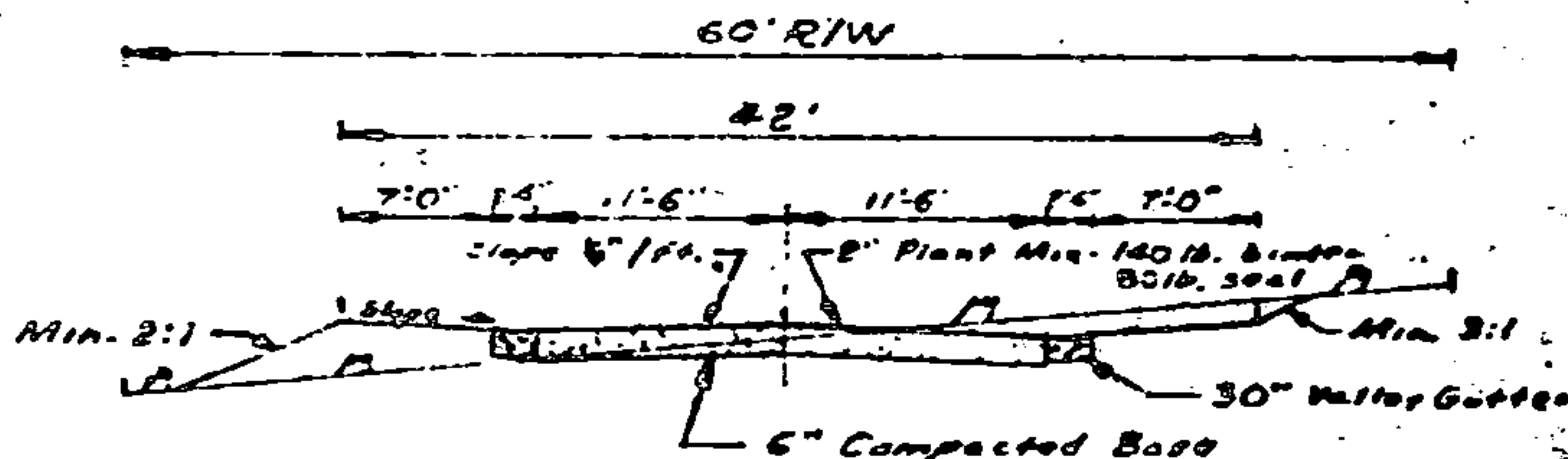
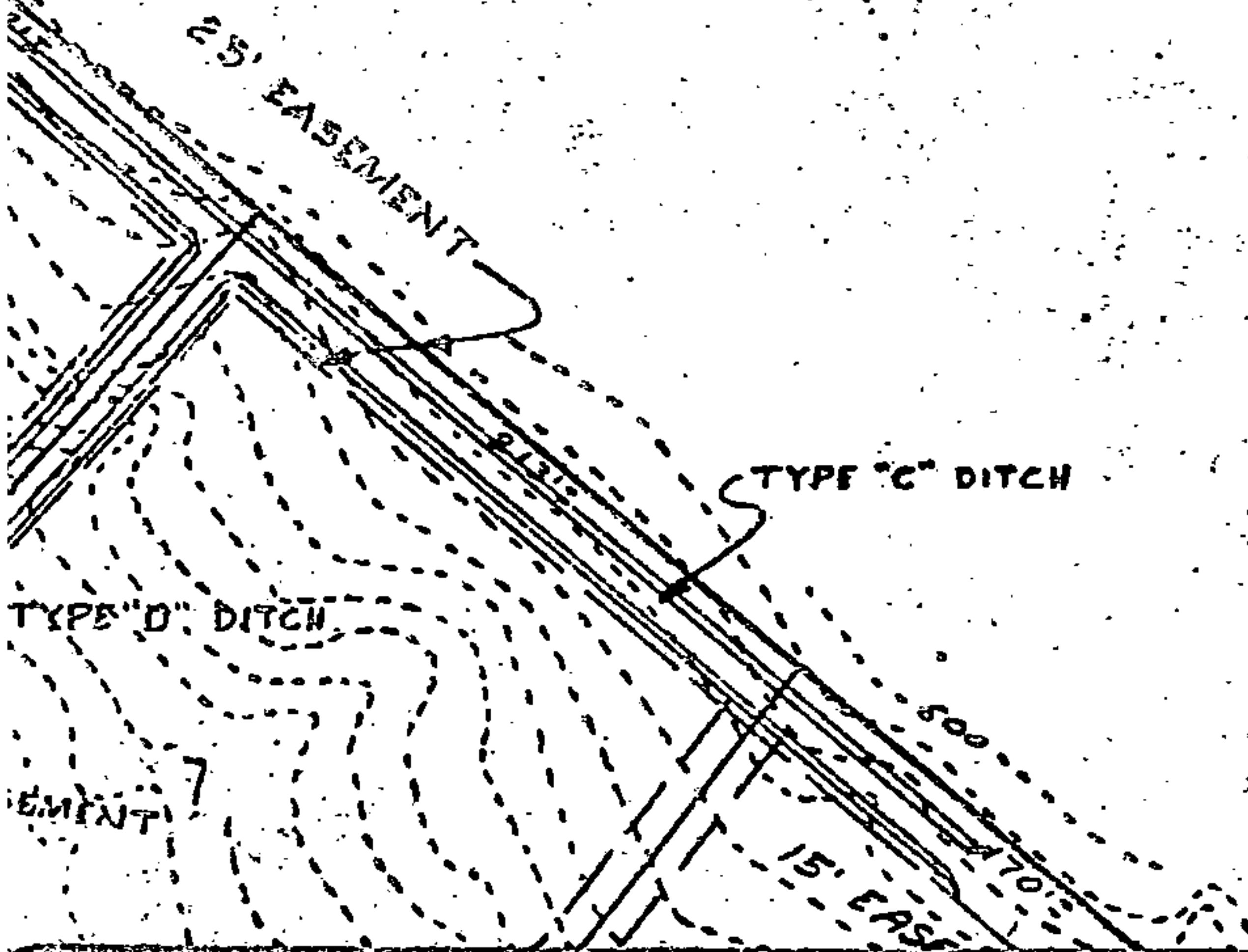
TYPICAL DITCH SECTION

NO SCALE

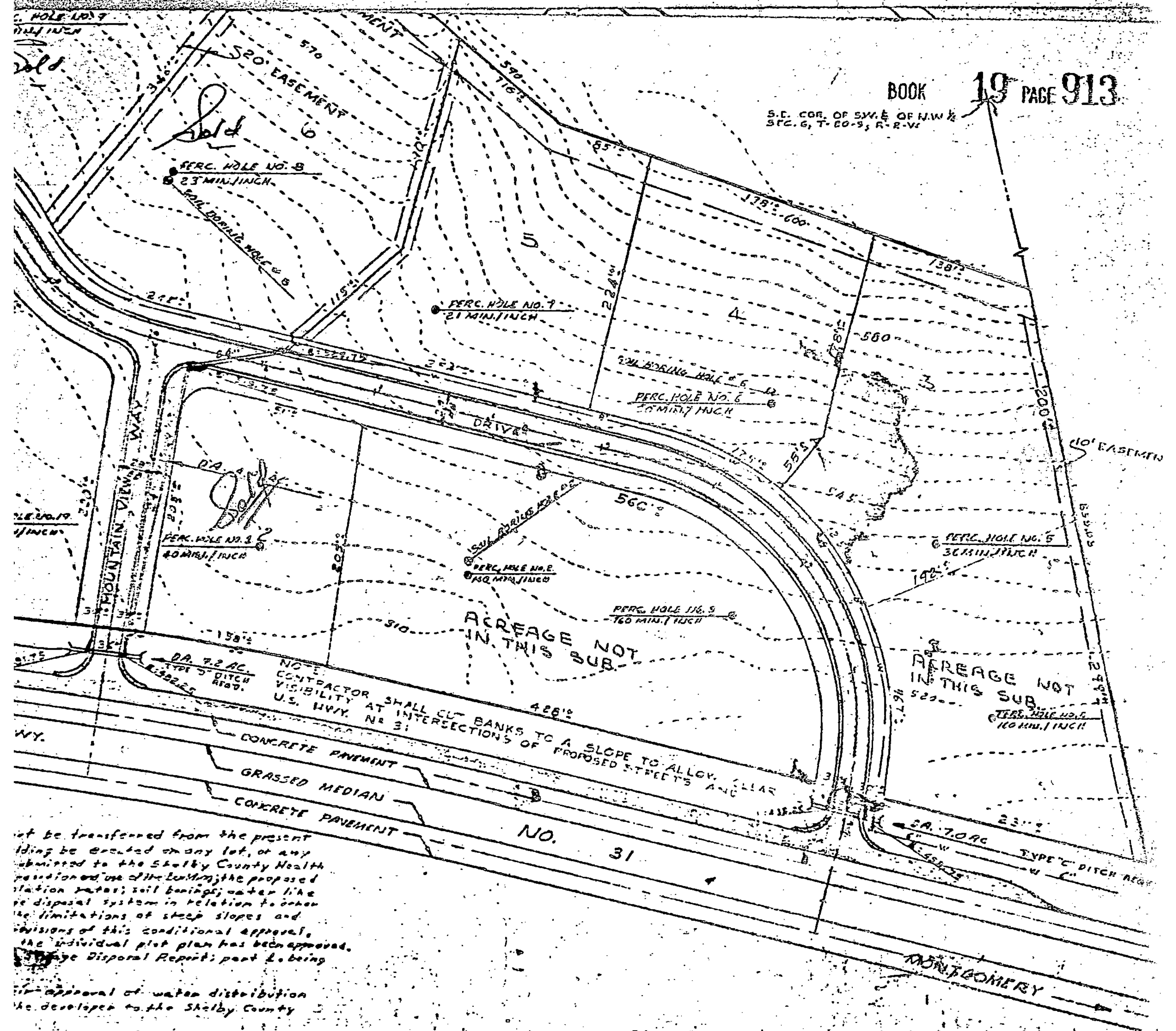
NOTES:

- 1-Elevations shown hereon are U.S.C. & G.S. datum.
- 2-All construction to be in accordance with the Standards & Specifications of the Pelham Engineering Dept.
- 3-All easements shown on this map are for public utilities, sanitary sewer, storm sewers, storm ditches, and may be used for such purposes to serve property both within and without this subdivision.
- 4-Water line sizes and installation to be under the supervision of the Pelham Water Works Board.
- 5-Street signs to be in accordance with the Standards & Specifications of the Pelham Engineering Dept.
- 6-Subbase materials and depths shall be determined and approved by the Pelham Engineer after subgrade is completed. All shoulder work must be completed before paving. No limestone shall be utilized in wearing surface of pavement.
- 7-Subdivider to submit to Pelham Engineer, results of tests in accordance with Pelham minimum testing for subdivision roads and streets.
- 8-Where storm drainage ditches are required, the easements are to be cleared and ditches graded during construction, in accordance with typical drainage ditch section shown hereon.
- 9-Each lot to submit individual plot plans to Pelham City Engineer. Each lot to provide a closed storm sewer system to be shown on said plot plan.

2" DITCH



TYPICAL ROADWAY SECTION

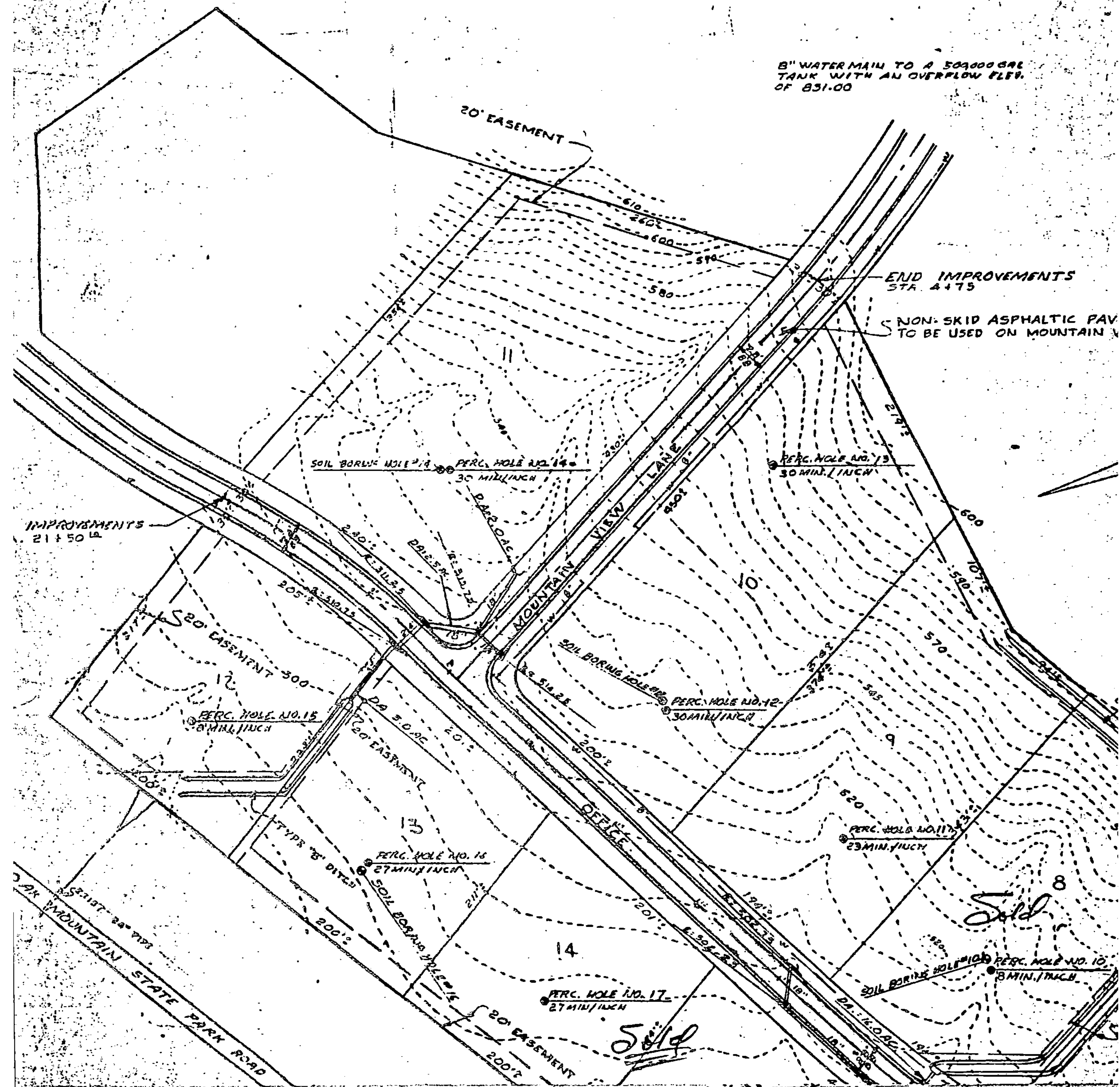
S.E. COR. OF SW. 1/4 OF NW 1/4
SEC. 6, T. 20-S, R. 8-W19770510000044790 7/9 \$.00
Shelby Cnty Judge of Probate, AL
05/10/1977 12:00:00 AM FILED/CERTPERC. HOLE NO. 1
23 MIN. INCH
PERC. HOLE NO. 2
21 MIN. INCH
PERC. HOLE NO. 3
30 MIN. INCH
PERC. HOLE NO. 4
160 MIN. INCH
PERC. HOLE NO. 5
30 MIN. INCH
PERC. HOLE NO. 6
30 MIN. INCH
PERC. HOLE NO. 7
21 MIN. INCH
PERC. HOLE NO. 8
23 MIN. INCH

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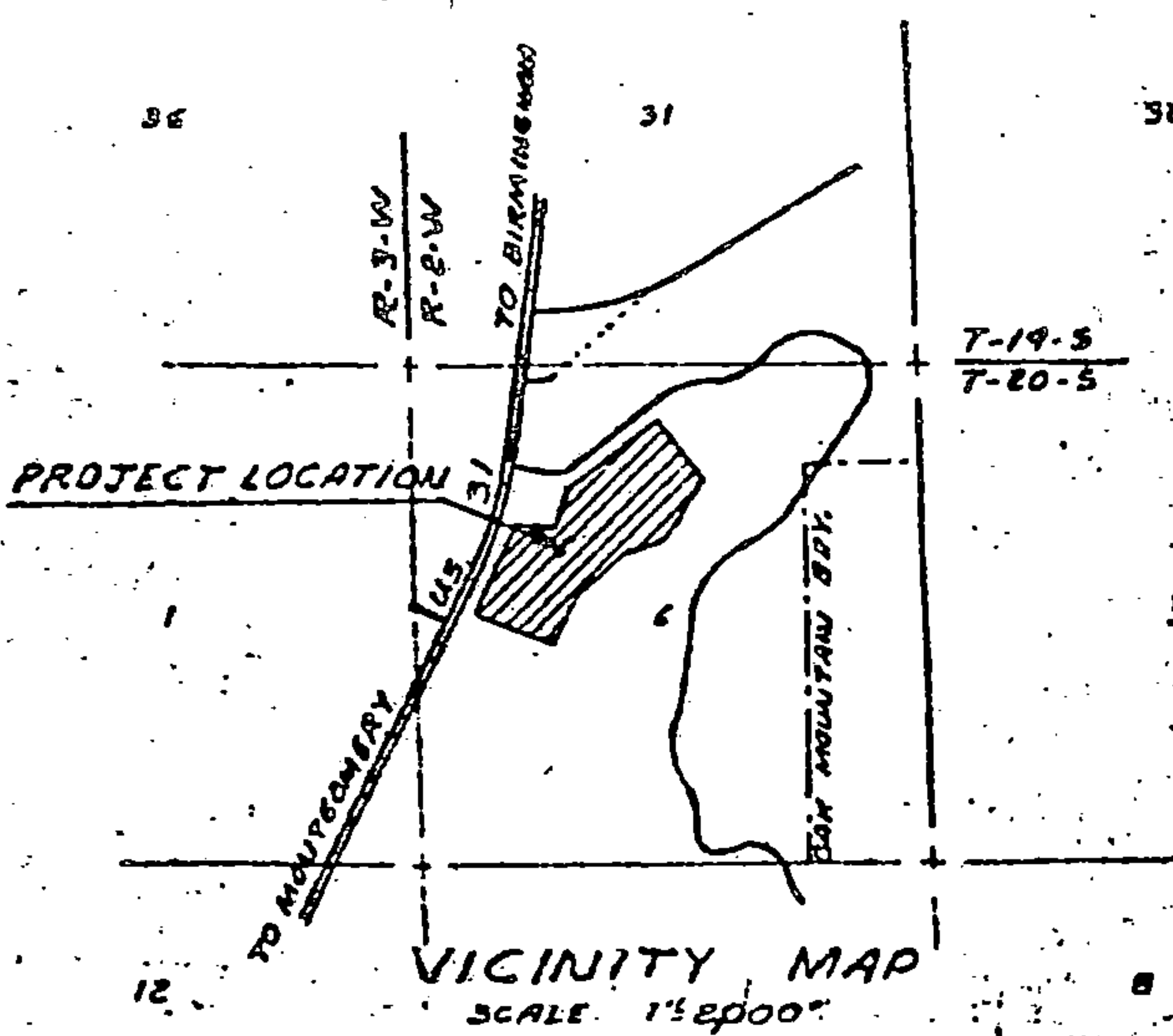
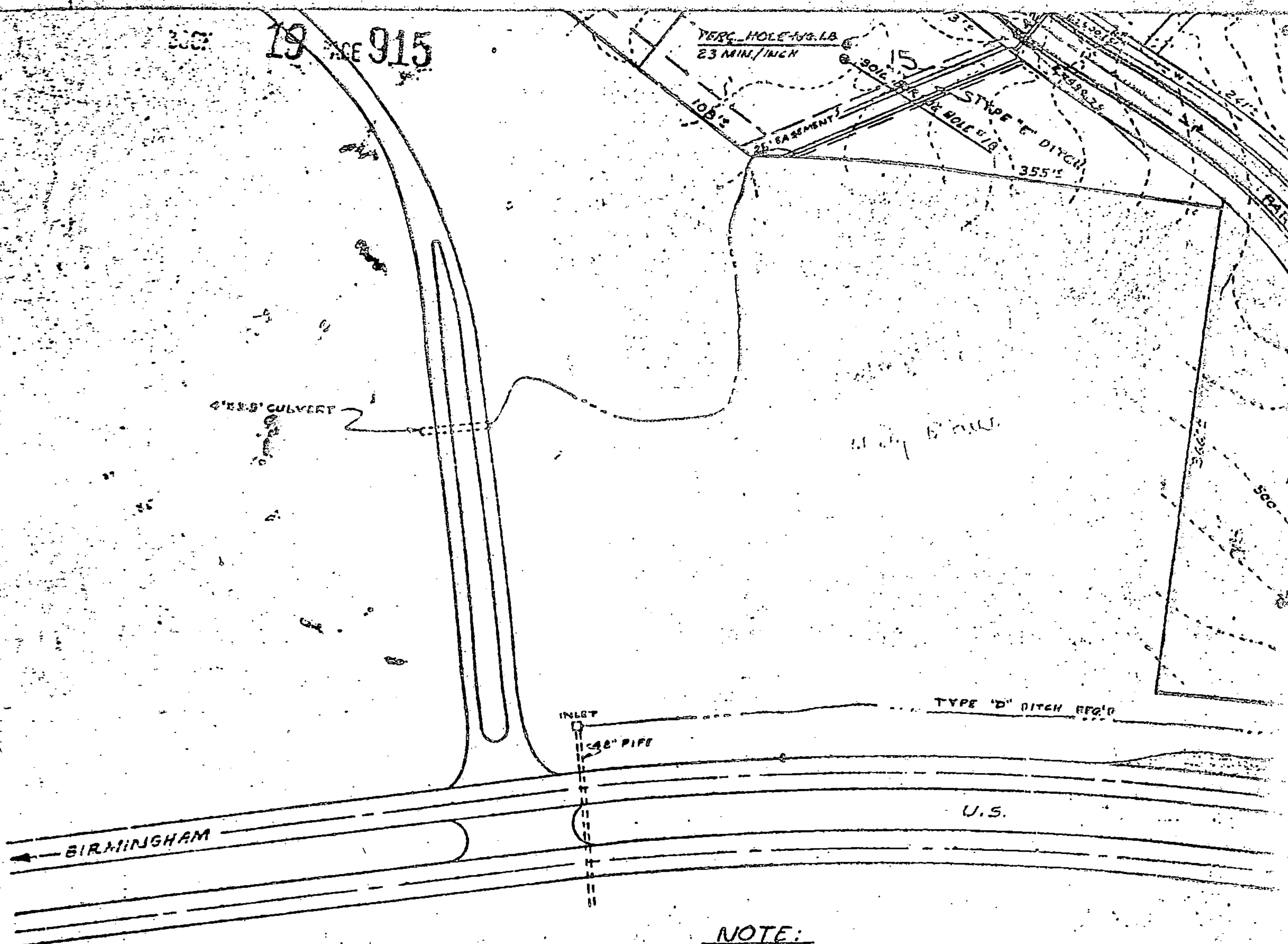
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8" WATER MAIN TO A 500000 GAL
TANK WITH AN OVERFLOW FLEV.
OF 851.00





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NOTE:

APPROVAL CONDITION 3: The ownership of any lot owner to any other person, firm, or corporation, nor shall construction begun on any lot until a plot plan for said lot is approved by the Department for approval. The plot plan shall show the location of the septic tank and field; grade changes if any; position; other pertinent information affecting the location of structures; the engineers recommendations as to ways to avoid rock formations close to the surface. It is the intent of that ownership of each lot will be retained by the sponsor. Each plot plan is to be accompanied by Individual Water Supply properly executed and signed.

A letter from the Pelham Water Works Board giving system for the subdivision shown hereon to be furnished Health Dept. and Coulter & Day Engineering Co., Inc.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1977 MAY 10 PM 1:44

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Re. 13.50
1.00
\$14.50