

Lawyers Title Insurance Corporation

Birmingham, Alabama April 5, 1978

The Undersigned Purchaser(s) Undersigned hereby agrees to purchase and

The Undersigned Seller(s) Undersigned 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: That portion of the NE1/4 of the NW1/4 of Section 10, Township 19

South, Range 1 West, lying East of Dunavant Road, outlined in red on Exhibit "A" attached hereto,  
Address being 17 acres, more or less, to be determined by accurate survey.

Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Sector \_\_\_\_\_



19780419000046950 1/2 \$.00  
Shelby Cnty Judge of Probate, AL  
04/19/1978 12:00:00 AM FILED/CERT

The Purchase Price shall be \$ 3,300.00 <sup>SW only RHC TNC</sup> based upon accurate survey.  
~~\$3,200.00~~ acre, payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the agent \$1,000.00 <sup>SW RHC</sup>  
Cash on closing this sale \$5,100.00 <sup>SW only TNC</sup> subject to adjustment bas  
upon acreage determined by  
accurate survey.

<sup>SW RHC</sup>  
<sup>Buyer only TNC</sup>  
Seller agrees at his expense to obtain a survey of the property, including a boundary  
survey and an interior survey dividing the property into four separate parcels based upon  
interior boundary markers designated by purchasers on the ground or on a map. Seller  
agrees to convey the property in such four separate parcels, one parcel to each designated  
purchaser, in deeds containing reservations of right-of-ways by those purchasers of parcels  
not bordering Dunavant Road, over the two parcels bordering Dunavant Road. Each  
purchaser shall pay \$3,300.00 <sup>SW only TNC</sup> per acre for each acre contained in his separate parcel  
as shown on said survey.

Contingent upon satisfactory percolation test and availability of well-water on each  
separate parcel at a depth not exceeding 150 feet. This contract is voidable by buyer  
in the event that any of said land or timber is damaged by fire.

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 encum-  
berance 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.

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 45 days from date of sellers acceptance, 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: \_\_\_\_\_ days after delivery of the  
deed. The Seller hereby authorizes Darden 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 REAL-  
TORS, BUT IS NEGOTIABLE BETWEEN THE SELLER AND THE AGENT, and in this contract, the seller agrees to pay \_\_\_\_\_

Darden Realty as their agents, a sales commission in the  
amount of, 7% of sale price for negotiating this sale.

The Seller agrees to convey said property to the Purchaser by General 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 pend-  
ing 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, representations, 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.

Rosie Leon  
Witness to Purchaser's Signature:  
Rosie Leon

Rosie Leon  
Rosie Leon  
RT Darden

Michael L. Williams (SEAL)  
Purchaser MICHAEL L. WILLIAMS  
Lamar W. Williams (SEAL)  
Purchaser LAMAR W. WILLIAMS

Thomas N. Cordell (SEAL)  
Purchaser THOMAS N. CORDELL  
Robert H. Cordell, Jr. (SEAL)  
Purchaser ROBERT H. CORDELL, JR.  
Luther L. Doty, Jr. (SEAL)  
Seller LUTHER L. DOTY, JR.  
Jean H. Doty (SEAL)  
Seller JEAN H. DOTY, wife

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

(Name of firm)  
By RT Darden

MICHAEL L. WILLIAMS, CLU, Special Agent  
1010 First National Southern Natural Building  
1900 Fifth Avenue, North, Birmingham, Alabama 35203





19780419000046950 2/2 \$.00  
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17.03 ACRES  
(PROPERTY TO BE  
CONVEYED)

13 MOAL CREEK  
2 miles  
x sec. 2, sec. 3, sec. 4

SOLD A  
5.75

SOLD B  
9.8 A  
5.05

SALE  
GIVEN

Unpaved Drive

3.8 ACRES

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

1978 APR 19 AM 8:57

Thomas A. L. [Signature]  
JUDGE OF PROBATE  
Rec. 4.00  
Dulles 1.00  
Total 5.00