

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

PHONE 251-2871

FHA CONTRACT

Form approved by Birmingham Area Board of Realtors, Inc. July 1977

231

The Undersigned Purchaser(s) Undersigned Birmingham May 25 1978
The Undersigned Seller(s) Undersigned hereby agrees to purchase and
the following described Real Estate, together with all improvements, shrubbery, plantings, fixtures, and appurtenances, situated in Shelby
County, Alabama, on the terms stated below: 285 Brenda Drive
Lot 8 Block 8 Green Valley 4th sector

The Purchase Price shall be \$ 52,500.00 payable as follows:
Earnest Money, receipt of which is hereby acknowledged by the agent

Cash on closing this sale \$ 500.00
\$ 51,000.00 52,000.00 52,000.00
\$ 47,850

This contract contingent upon approval to purchaser of FHA 245 Plan 3 loan in the amount of
amortized over a period of 30 years, at interest rate not to exceed 9 %.
Purchaser agrees to immediately apply for said loan and make every reasonable effort to
obtain same. Loan closing costs and prepaid items are to be paid by the purchaser
unless herein excepted.



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Shelby Cnty Judge of Probate, AL
08/04/1978 12:00:00 AM FILED/CERT

Seller to provide termite bond.

It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of
the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the seller has delivered to the
purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing
costs) of not less than \$ 52,500.00 which statement the seller hereby agrees to deliver to the purchaser promptly after such appraised
value statement is made available to the seller. The purchaser shall, however, have the privilege and option of proceeding with the consummation of
the contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.
Any additional provisions set forth on the reverse side hereof, initialed by all parties, are hereby made a part of this contract.

In the event a loan discount is necessary for obtaining the required loan, said loan discount, not to exceed 4.5 % of the amount of the approved
loan, is to be paid by the seller.

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 subject to present
zoning classification R-1 and Not being located in a flood plain.

The taxes, insurance and accrued interest on the mortgages, if any, are to be prorated between the Seller and Purchaser as of the date of de-
livery of the deed, and any existing advance escrow deposits shall be credited to the Seller. The Seller will keep in force sufficient hazard insurance
on the property, to protect all interests until this sale is closed and the deed delivered.

The sales shall be closed and the deed delivered on or before July 25, 1978, 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: 2 days after the deed. The Seller hereby
authorizes Green Valley 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 AREA BOARD OF REALTORS, INC.,
BUT IS NEGOTIABLE BETWEEN THE SELLER AND THE AGENT, and in this contract, the seller agrees to pay 5%
Green Valley and Chambers as their agent, a sales commission in the

amount of, 5% of Sales Price for negotiating this sale.
The Seller agrees to convey said property to the Purchaser by General J.S. warranty deed free of all en-
cumbrances, except as hereinabove set out and Seller and purchaser agree 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 improve-
ments, 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.

It shall be the responsibility of the purchaser to satisfy himself at purchasers expense, that any warranties or repairs called for in this contract
are complied with prior to closing. The agent makes no representation or warranty of any kind as to the condition of the workmanship in the dwelling
and improvements subject of this contract.

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:

Miller

Purchaser

Michael M. Miller (SEAL)

Purchaser

Michael M. Miller (SEAL)

Witness to Seller's Signature

Thelma Houston

Seller

Crestwood Homes Inc. (SEAL)

Seller

Robert Jackson (SEAL)

Seller

Robert Jackson (SEAL)

Receipt is hereby acknowledge of the earnest money ☐ CASH

☐ CHECK as herein above set forth



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ALAFED IN

DATE: May 25, 19

COUNTY: Shelby

This is part of that certain contract dated herewith
between the undersigned purchaser and seller of property located at
285 Brenda Drive It is understood that
both the purchaser and seller agree to the following items:

Seller to put extra springing in front
yard and clear burned trash from
back yard. Seller to fix screens
to fit windows properly. Seller to
install three more 20 amp circuits. Bench
seat to be added to deck and deck
railings to be braced.

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

1978 AUG -4 PM 1:33

Thomas A. Snowling, Jr.
JUDGE OF PROBATE

Rec. 3.00
Ind 1.00
\$ 4.00

WITNESS

None

WITNESS

Phyllis Hunter

WITNESS

WITNESS

Paul W. Jode
PURCHASER

Mr. Phillip M. Hard
PURCHASER

B. J. O'Brien
SELLER

Off: (205) 988-5200
Res: (205) 823-5613

CHAMBERS
HOMES FOR LIVING

2164 Hwy. 31 So., Birmingham, AL 35124

Phyllis
NONA MILLER

