

Lawyers Title Insurance Corporation

Birmingham, Alabama 4-11-, 1978

The Undersigned Purchaser(s) Alfred Rape & wife Nancy Rape hereby agrees to purchase and
The Undersigned Seller(s) Mary Nash a Single Woman hereby agrees to sell
the following described real estate, improvements, shrubbery, plantings, fixtures, and appurtenances, situated in Jefferson County,
Alabama, on the terms stated below:

Address Highway 61
Legal Description: Lot _____ Block _____ Sector _____ Survey _____

Description attached as Exhibit "A"

The Purchase Price shall be \$ 26,850, payable as follows:
Earnest Money, receipt of which is hereby acknowledged by the agent 200.00 \$
Cash on closing this sale 26,650 \$

This offer is contingent on the sale of purchasers home located in Wilsonville and contingent on arranging financing. Seller to pay no discount points. Seller to furnish Survey if necessary. Title cost to be divided equally between buyer & Seller. Purchaser to pay own closing cost.



19780825000114100 1/2 \$.00
Shelby Cnty Judge of Probate, AL
08/25/1978 12:00:00 AM FILED/CERT

BOOK 26 PAGE 939

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.

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 90, 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 Paul Smith 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 _____

Paul Smith Realty, Inc. as their agents, a sales commission in the amount of, 6.75 for negotiating this sale.

The Seller agrees to convey said property to the Purchaser by Survivorship 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, 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.

Betty Mearney
Witness to Purchaser's Signature:

Betty Mearney
Witness to Seller's Signature

X Alfred W. Rape (SEAL)
Purchaser
X Nancy Rape (SEAL)
Purchaser

Mary S. Nash (SEAL)
Seller
____ (SEAL)
Seller
____ (SEAL)
Seller
____ (SEAL)
Seller

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

(Name of firm)

By _____

Exhibit "A"

Commence at the Northwest Corner of the NW 1/4 of the SE 1/4 of said Section 14, thence southerly, and along the West line of same, for a distance of 41.05 feet to the point of beginning of the property described herein; thence continue along the last named course for a distance of 421.18 feet; thence run East for a distance of 214.64 feet; thence North $10^{\circ} 45'$ West for a distance of 278.60 feet; thence North $33^{\circ} 08'$ West for a distance of 224.80 feet to a point on the North line of said 1/4 - 1/4; thence South $44^{\circ} 15'$ West for a distance of 57.00 feet to the point of beginning.

Situated in Shelby County, Alabama.



19780825000114100 2/2 \$.00
Shelby Cnty Judge of Probate, AL
08/25/1978 12:00:00 AM FILED/CERT

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

AUG 25 PM 4:08

Thomas P. Snowden, Jr.
JUDGE OF PROBATE

Rec. 300
Ind. 100
400