

REAL ESTATE SALES CONTRACT

1-1-18 Rev 11-77

1385-



Jefferson Land Title Services Co., Inc.

316 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-802

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company

Birmingham April 19, 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, together with all improvements, shrubbery, plantings, fixtures, and appurtenances, situated in Shelby  
County, Alabama, on the terms stated below:

See attached addendum for legal description

The Purchase Price shall be \$ 400,000.00, payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the agent \_\_\_\_\_ \$

Cash on closing this sale Mtg. \_\_\_\_\_ \$

3,000.00  
57,000.00  
340,000.00

400,000.00

See attached addendum for provisions of contract.



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Shelby Cnty Judge of Probate, AL  
08/28/1978 12:00:00 AM FILED/CERT



1900 Indian Lake Drive  
Birmingham, Al. 35244



JOANN HOLLE

Any additional provisions set forth on the reverse side hereof, initialed by all parties, are hereby made a part of this contract.

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 \_\_\_\_\_, and \_\_\_\_\_ 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 delivery 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 sale shall be closed and the deed delivered on or before Shelby Co. Health Dept. zoning for residential, 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 the deed. The Seller hereby authorizes Trimm Realty Co., Inc.

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 \_\_\_\_\_

Trimm Realty Co., Inc. as their agents, a sales commission in the amount, 10% 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 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 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.

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, any other agreements not incorporated herein are void and of no force and effect.

Witness to Purchaser's Signature: Joann C. Halle

Joann C. Halle

Witness to Seller's Signature

Frank B. Brown

Purchaser

Purchaser

Seller

Seller

Seller

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Receipt is hereby acknowledge of the earnest money ☐ CASH

By Joann C. Halle

☒ CHECK as herein above set forth





# Trimm Realty Company, Inc.

WILLIAM H. TRIMM, BROKER

1900 INDIAN LAKE DRIVE  
BIRMINGHAM, ALABAMA 35244

This addendum is considered a part of contract dated April 19, 1978

1. Contract pending approval of Shelby County Health Dept. for residential zoning.
2. Seller to hold mortgage in the amount of \$340,000.00 for 7 years with semi-annual payments of 1 payment at \$24,295.00 plus interest and 13 payments at \$24,285.00 plus interest on the unpaid balance at the rate of 9%.
3. Payments to be paid 6 months from closing date & each 6 mo. thereafter
4. Property to be released in 8 twenty acre tracts, with the 40 acres lying North of Shelby Co. Hwy. #12 being the last to be released.
5. Seller to pay commission in the amount of 10% to be payable as principal payments are made over a 7 year period.
6. Purchaser to pay title insurance, survey cost, recording fees, and any other cost incurred. If contract not closed seller to pay own attorney fee.
7. Earnest money to be refunded in full if contract not closed.
8. The buyer may not prepay on the mortgage without the sellers permission and if seller agrees there shall be a penalty of prepayment for fifty (50%) percent of the amount prepaid.
9. Contract not to be closed before August 1, 1978.

[Signature]  
Witness to seller

Christine Lounsbrough  
Seller

Witness to seller

Joann C. Hall  
Witness to purchaser

Joann C. Hall  
Witness to purchaser

Joann C. Hall  
Witness to purchaser

[Signature]  
Seller  
[Signature]  
Purchaser

Donald E. Cagle  
Purchaser

Lee Jones  
Purchaser



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Shelby Cnty Judge of Probate, AL  
08/28/1978 12:00:00 AM FILED/CERT

SHELBY COUNTY ABSTRACT COMPANY

By [Signature], Manager.

# CERTIFICATE OF EXAMINATION.

The Shelby County Abstract Company hereby certifies: That the following, as shown on pages 1 to 11 is a true and complete abstract of all conveyances, mortgages and other instruments of record in Shelby County, Alabama, effecting the title to the premises described as follows:

The S E  $\frac{1}{4}$  of S W  $\frac{1}{4}$  and S W  $\frac{1}{4}$  of S E  $\frac{1}{4}$  of Section 15,

And N E  $\frac{1}{4}$  of N W  $\frac{1}{4}$  and N W  $\frac{1}{4}$  of N E  $\frac{1}{4}$  of Section 22,

In Township 21 Range 3 West.

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BOOK



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That we have examined the records provided by the Statute for judgments, executions, mechanics liens, executions in the hands of the Sheriff, taxes and tax sales, and find nothing constituting a lien on the above described property, otherwise than herein shown.

That the books of the County Tax Collector show no unpaid taxes or tax sales against said premises, except as herein shown.

We find no assessment for taxes of the SW $\frac{1}{4}$  of SE $\frac{1}{4}$  and SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 15, for the past five years.

Taxes on NW $\frac{1}{4}$  of NE $\frac{1}{4}$  & NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Sec. 22 being assessed and paid by J. O. Jones.

Taxes for 1912 unpaid.

Done at Columbiana, Ala., on this 30th day of October, 1912.

SHELBY COUNTY ABSTRACT COMPANY.

By W. J. Harsley, Manager.





# Trimm Realty Company, Inc.

WILLIAM H. TRIMM, BROKER



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1900 INDIAN LAKE DRIVE  
BIRMINGHAM, ALABAMA 35244

May 12, 1978

Trimm Realty and Joann C. Holle agree to pay closing cost not to exceed \$5,000.00 off the top of the commission to be paid as follows:  $\frac{1}{2}$  the first year and  $\frac{1}{4}$  for the next two years.

BOOK 26 PAGE 991

Joann C. Holle  
Witness to purchaser  
Joann C. Holle  
Witness to purchaser  
Joann C. Holle  
Witness to purchaser  
Joann C. Holle  
Witness to agent

James Sumner  
Purchaser  
Donald E. Cagle  
Purchaser  
La. Jones  
Purchaser  
Joann C. Holle  
Trimm Realty Agent

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

1978 AUG 28 PM 1:32

Thomas B. Johnson  
JUDGE OF PROBATE

Fee 6.00  
Ind 1.00  
\$ 7.00