

Approved by
Birmingham Board of Realtors
October, 1970

Columbiana
~~Prichard~~, Alabama June 2, 1978

The Undersigned Purchaser(s) James Henry Hill, Jr. and wife, Mary Frances C. Hill, hereby agrees to purchase and
The Undersigned Seller(s) and Edward Forte and wife, Evelean Forte
Warnellie W. Forte, widow of Lonnie Forte a/k/a Lon Forte, 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:

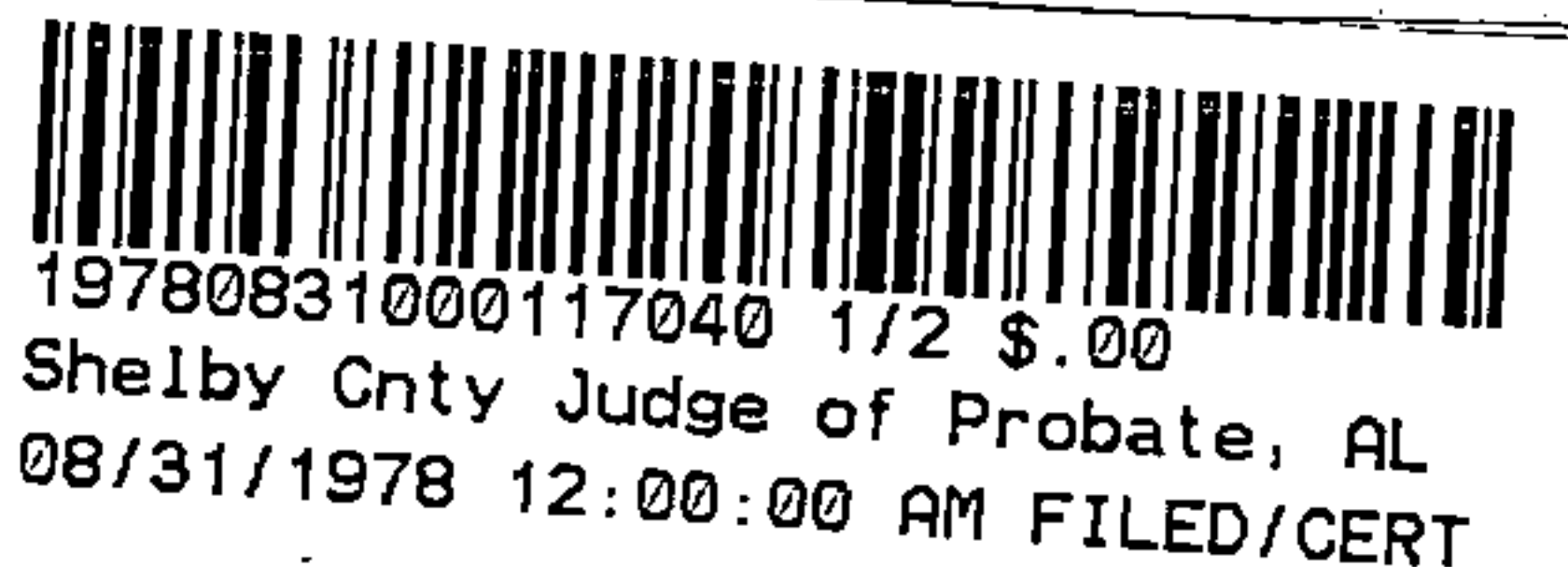
Legal Description: See attached survey of Lewis M. Armstrong, Registered Land Surveyor,
describing the 6.7 acres, more or less, less and except right-of-way of Alabama Power
Company and highway right-of-way.

The Purchase Price shall be \$ 9,500.00, payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the agent	<u>Sellers</u>	\$ 50.00
Cash on closing this sale		\$9,450.00

This sale will be closed within 15 days after the Sellers fulfill their obligation of furnishing to Purchasers or Purchasers' attorney, Wade H. Morton, Jr., the Abstract of Title or title insurance policies, as specified below. All title curative work as shown by such Abstract of Title or title insurance shall be the Sellers' obligation and at their expense. All other costs in connection with this sale shall be the obligation of the Purchasers and at their expense.

It is understood between the parties that this real estate is sold subject to a month-to-month lease of the old homeplace located thereon to Marie Ransom.



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 standard form title insurance policy issued by a 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, 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 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.

The taxes/for 1978 will be paid by Sellers, thereafter Purchasers will assess and pay the tax. The date of delivery of the deed and any other required papers shall constitute the date on which the tax is due and payable. If the tax is not paid by the date of delivery of the deed, the deed shall be null and void and the sale shall be closed and the deed delivered.

The sale shall be closed and the deed delivered on or before as specified above, 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 xxxxxxxx after delivery of the deed. The Seller hereby warrants~~ to hold a cash 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, ~~work and earnest money so forfeited shall be divided equally between the Seller and his Agent. The undersigned Sellers agree to pay~~

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.

Witness to Purchaser's Signature:

EXECUTED IN DUPLICATE

W. H. Norton, Jr.

EXECUTED IN DUPLICATE

James H. Hill Jr. (SEAL)

Mrs Dorothy M. Harris

Purchaser James Henry Hill, Jr.
 Mary Frances C. Hill (SEAL)

Richard H. Moxley

Wardell A. W. Forte

Witness to Seller's Signature
M. D. Dwyer M. H. Hays

Seller Warnellie W. Forte (SEAL)
 y EDWARD Forte (SEAL)

John Marshall

Seller Edward Forte
Edward Forte (SEAL)

Josephine M. Williams

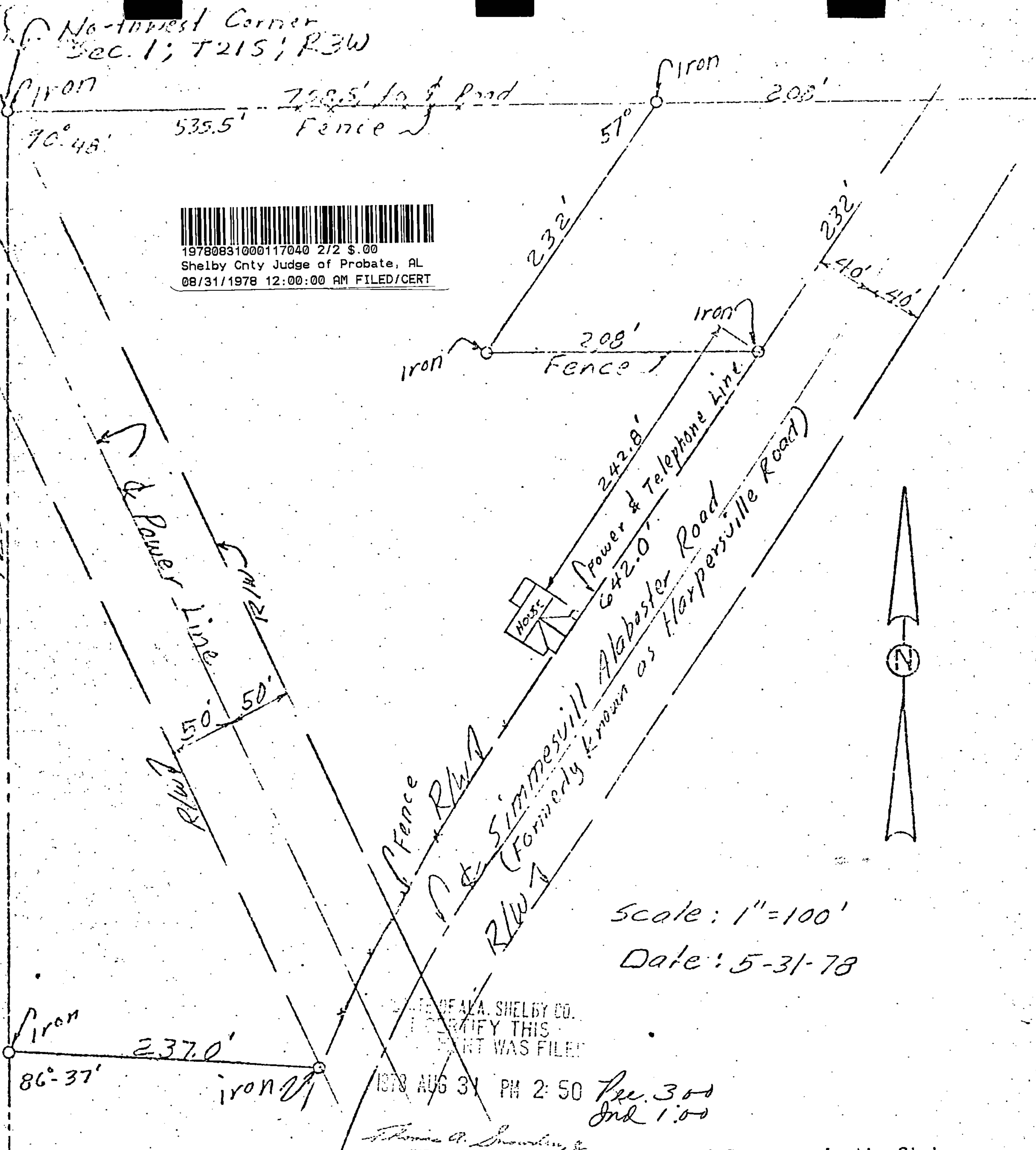
Seller Evelean Forte (SEAL)

(SEAL)

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

(Name of firm)

By _____



Scale: 1"=100'
Date: 5-31-78

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

1978 AUG 31 PM 2:50 Rec. 300
Ind 100

I, Lewis M. Armstrong, a registered Civil Engineer and Land Surveyor in the State of Alabama, do hereby certify that I have made a survey of the above shown parcel of land, a description of which is given below. I further certify that the house shown on the plat is within the bounds of same and that there are no encroachments from buildings on adjoining property, no power lines, fences or roads across the property other than those shown on the plat above.

Lewis M. Armstrong
Lewis M. Armstrong Reg. No. 2201

A parcel of land lying in the NW¹/₄; NE¹/₄; Sec. 1; T21S; R3W and more particularly described as follows:
Starting at the northwest corner of said Sec. 1; T 21S; R3 W which is the point of beginning run southerly along the west boundary line of said Sec. 1 a distance of 728.0 feet to an iron marker. Thence turn an angle of 86°37' to the left and run easterly a distance of 237.0 feet to an iron marker in a fence at the northwest R/W line of the Simmesville-Alabaster Road. Thence run northeasterly along the said northwest R/W of said Simmesville-Alabaster Road a distance of 642.0 feet to an iron marker at a fence corner in the said Simmesville-Alabaster Road. Thence turn an angle of 123°00' to the left and run westerly along a fence a distance of 208.0 feet to an iron marker. Thence turn an angle of 123°00' to the right and run northeasterly a distance of 232.0 feet to an iron marker on the north boundary line of said Sec. 1; T 21S; R3 W. Thence turn an angle of 123°00' to the left and run westerly along the said north boundary line of said Sec. 1, T 21S; R3 W a distance of 535.5 feet to the point of beginning.

Said parcel of land lies in the said NW¹/₄; NE¹/₄; Sec. 1; T 21 S; R3 W and contains 6.7 acres, more or less. A 100.0' wide R/W for a power line extends in a northwesterly