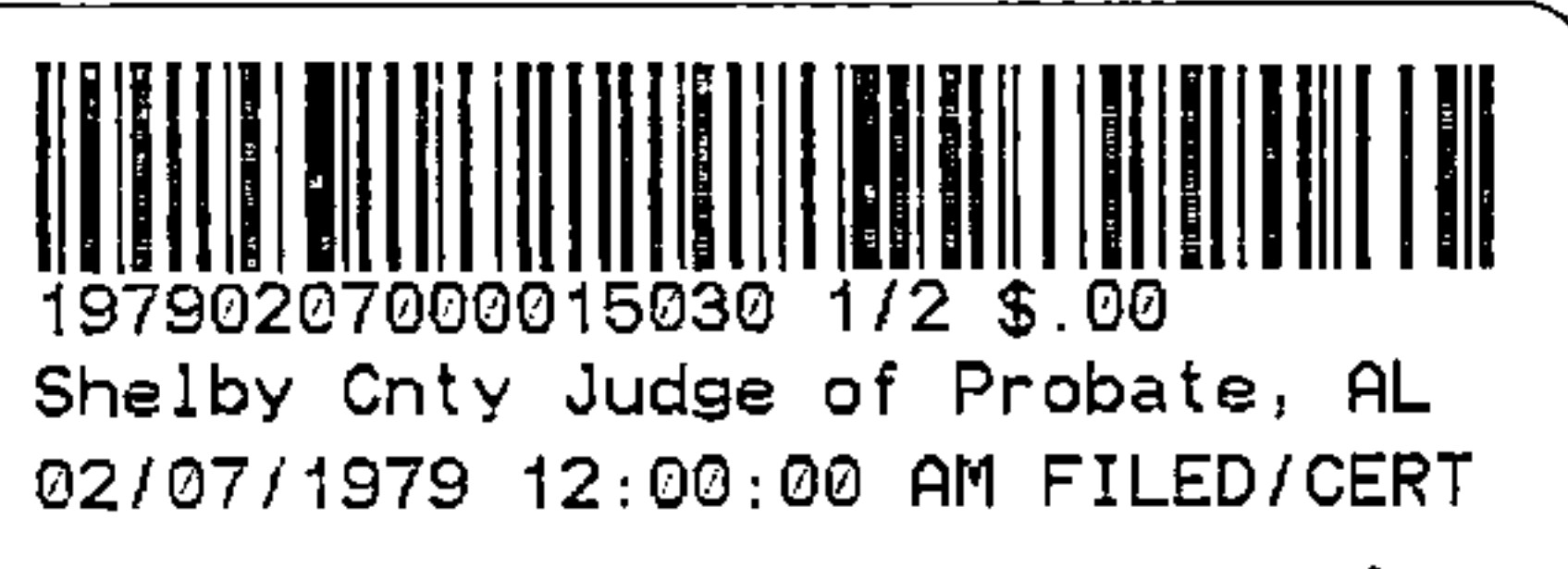


Birmingham December 8, 1978

The Undersigned Purchaser(s) Norman Poe and Ray Curran hereby agrees to purchase and
The Undersigned Seller(s) Willie Franklin Luquire, an unmarried man 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 Exhibit "A"



The Purchase Price shall be \$ 16,750.00, payable as follows:
Earnest Money, receipt of which is hereby acknowledged by the agent \$ 500.00
Cash on closing this sale \$ 3,000.00
Note and Purchase Money Mortgage \$ \$13,250.00

Note to bear interest at 8% and contain a full prepayment privilege. Purchasers will pay expenses of recording. Seller's attorney to approve documents.

Time is of the essence in closing this sale and purchase within 30 days from date.

Balance of purchase price to be paid on or before One Hundred and Twenty (120) Days from date of purchase.

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.
~~Every of the deed, and any existing adverse claims shall be of record in the public records of the county of Shelby, Alabama, and the seller shall keep in force and effect a title insurance policy to protect the interests of the purchaser in the property.~~

The sale shall be closed and the deed delivered on or before 30 days, 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 Sam R. Shannon 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 SHALL BE PAID BY THE PURCHASER AT THE TIME OF CLOSING. THE COMMISSION SHALL BE PAID TO THE AGENT BY THE PURCHASER AT THE TIME OF CLOSING.~~

~~THE COMMISSION SHALL BE PAID TO THE AGENT BY THE PURCHASER AT THE TIME OF CLOSING.~~

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: _____

Witness to Seller's Signature _____

Norman M. Poe (SEAL)
Purchaser
Ray Curran (SEAL)
Purchaser
Willie Franklin Luquire (SEAL)
Seller
Willie Franklin Luquire (SEAL)
Seller
(SEAL)

Joan Curran
R.I. Box 67-C
Columbiana

Receipt is hereby acknowledge of the earnest money ☐ CASH ☐ CHECK as herein above set forth

(Name of firm)

By _____

See Release msc. Book 30 Page 812 (5-11-77)
See Corrected Release Misc. Bk 30 Page 951 (5-23-79)

EXHIBIT "A"

Commence at the Southeast Corner of Section 32, T-21-S, R-1-E :
thence proceed in a westerly direction along the south boundary of
Section 32 for a distance of 2130.30 feet to a point, being a point
on the northwest right-of-way line of county route #61, and also being
the point of beginning of the parcel of land herein described; thence
continue in a westerly direction along said Section line for a
distance of 538.78 feet to a point, iron pin, being the Southwest
corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ T-21-S, R-1-E; thence turn an angle of
89 degrees 51' 39" to the right and proceed along the west boundary
of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 480.58 feet to a point, iron
pin; thence turn an angle of 89 degrees 18' 41" to the right and pro-
ceed for a distance of 806.80 feet to a point, being on the north-
west R.O.W. line of Co. Hwy. #61, iron pin: thence turn an angle of
119 degrees 17' 01" to the right and proceed in a southwesterly di-
rection along said northwest R.O.W. line of Co. Hwy. #61 for a dis-
tance of 559.88 feet to the point of beginning, iron pin.
Said parcel of land is lying in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 32, T-
21-S, R-1-E, and contains 7.49 acres.

W. F. R.
M. P. R.
P. A. R.



19790207000015030 2/2 \$.00
Shelby Cnty Judge of Probate, AL
02/07/1979 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS

1979 FEB 7 PM 3:41

Thomas G. Snowdon, Jr.
JUDGE OF PROBATE

Rec. 3.00
Ind. 1.00
4.00