

COPY

REAL ESTATE SALES CONTRACT

HARRISON, CONWILL AND HARRISON
P.O. Box 557
Columbiana, Alabama 35051

19790314000031250 1/2 \$.00
Shelby Cnty Judge of Probate, AL
03/14/1979 12:00:00 AM FILED/CERT

STATE OF ALABAMA

SHELBY COUNTY

August 21, 1978

The Undersigned Purchaser Barbara Murphy hereby agrees to purchase and The Undersigned Sellers Ocie A. Hardy and wife, Lodell Hardy hereby agree to sell the following decribed real estate, improvements, shrubbery, plantings, fixtures, and appurtenances, situated in Shelby County, Alabama, on the terms stated below:

LEGAL DESCRIPTION: SW $\frac{1}{2}$ of SE $\frac{1}{2}$ of NW $\frac{1}{2}$, Section 36, Township 20 South, Range 1 East; AND ALSO, SE $\frac{1}{2}$ of SE $\frac{1}{2}$ of NW $\frac{1}{2}$, Section 36, Township 20 South, Range 1 East; ALL in Shelby County, Alabama.

The Purchase Price shall be \$800.00 an acre, payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the agent-----\$ 50.00

O.A.H. BWM G.H.

AND ALSO, Purchaser shall have the option to purchase the NW $\frac{1}{2}$ of SE $\frac{1}{2}$ of NW $\frac{1}{2}$, Section 36, Township 20 South, Range 1 East, on or before August 9, 1981, at a purchase price of \$800.00 an acre.

SAID SALE AND PURCHASE SHALL BE BASED UPON THE FOLLOWING CONTINGENCIES:

1. That the purchaser be able to obtain a fee simple warranty title to all of said properties.
2. That the purchaser be able to execute an option on the NW $\frac{1}{2}$ of SE $\frac{1}{2}$ of NW $\frac{1}{2}$, Section 36, Township 20 South, Range 1 East, Shelby County, Alabama, on or before August 9, 1981, and the sellers hereby agreeing to grant said option.
3. That the purchaser be able to obtain a survey on said properties on or before August 9, 1979.
4. That the purchaser be able to obtain a right-of-way to run with said land which she is to purchase; said right-of-way shall describe that certain dirt road off Shelby County Highway No. 61 which crosses the J.I. Vardaman, Jr. property, the J.D. Carden property and the James L. Batson property. Said right of way shall be more fully described in the right-of-ways executed by the Vardaman's, the Carden's, and the Batson's to Ocie A. Hardy and wife, Lodell Hardy.

O.A.H. BWM G.H.

The undersigned purchaser agrees to furnish herself 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.



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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 the delivery of the deed, and any existing advance escrow deposits shall be credited to the Sellers. 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. Upon the closing of this sale, the Purchaser agrees to pay to the Sellers the taxes covering the ten acres of land which she has an option to purchase.

The sale shall be closed and the deed delivered on or before August 9, 1979, 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: immediately days after delivery of the deed. The purchaser has heretofore delivered the earnest money to the Sellers.

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.

The Sellers agree to convey said property to the Purchaser by Joint-Survivorship warranty deed, free of all encumbrances, except as hereinabove set out, and Sellers agree that any encumbrances not herein excepted or assumed may be cleared at time of closing from sales proceeds.

Unless excepted herein, Sellers warrant that they have 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.

This the 21st day of August, 1978.

Bonita Y. Davidson
Witness

Barbara W Murphy
Purchaser

Bonita Y. Davidson
Witness

Ocie A Hardy
Seller

Bonita Y. Davidson
Witness

Lodell Hardy
Seller

STATE OF ALA. SHELBY CO.
IDENTIFY THIS
FILED

1979 MAR 14 AM 11:11

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec. 3.00
Incl. 1.00
4.00

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