

19791219000164030 1/6 \$.00
Shelby Cnty Judge of Probate, AL
12/19/1979 12:00:00AM FILED/CERT

Birmingham, Alabama

True
May 21, 1979

663

The undersigned Martin Marietta Corporation, a corporation, (Purchaser) hereby agrees to purchase and the undersigned Mabel Shirley Gibson, an unmarried woman, Ruth Shirley Gibson Howard and her husband, David B. Howard, Jessie Elizabeth Gibson Whitcomb and her husband, Howard M. Whitcomb (Sellers) hereby agree to sell the following described real estate situated in Shelby County, Alabama (hereinafter called Real Estate), on the terms stated below:

A parcel of land situated in the S.W. 1/4 of the S.W. 1/4, the S.E. 1/4 of the S.W. 1/4, the S.W. 1/4 of the S.E. 1/4, N.W. 1/4 of the S.W. 1/4 and the N.E. 1/4 of the S.W. 1/4 of Section 19, Township 22 South, Range 2 West being more particularly described as follows:

Commence at the S.W. corner of Section 19, Township 22 South, Range 2 West and run South 89° 53' East along the south line of said section and along the Coffee-Freeman Base Line a distance of 621.91 feet to the point of beginning, said point also being known as McRee's Corner; thence North 22° 21' 15" east a distance of 218.35 feet to a point; thence north 18° 52' 30" east a distance of 344.43 feet to a point; thence North 27° 48' 30" east a distance of 359.83 feet to a point; thence North 19° 12' East a distance of 221.50 feet to a point; thence North 24° 35' East a distance of 117.80 feet to a point; thence South 73° 24' East a distance of 2200.08 feet to a point; thence South 34° 24' East a distance of 494.25 feet to a point; thence South 2° 56' West a distance of 21.82 feet to a point; thence South 71° 19' 30" West a distance of 65.63 feet to a point; thence North 84° 41' 45" West a distance of 91.11 feet to a point; thence South 31° 16' 45" West a distance of 61.59 feet to a point; thence South 73° 40' 30" West a distance of 82.72 feet to a point; thence South 16° 43' West a distance of 21.94 feet to a point on the Coffee-Freeman Base Line and a point on the South line of said Section 19; thence North 89° 53' West along the Coffee-Freeman Base Line and along the south line of said Section 19 a distance of 2599.91 feet to the point of beginning. Containing 49.52 acres.

This sale by the Sellers to the Purchaser shall also include all minerals in, on and upon the Real Estate and all mineral rights in connection therewith.

The purchase price shall be \$44,992.00, payable as follows:

earnest money	\$ 600.00
cash on closing this sale	44,392.00
	<u>\$44,992.00</u>

Each of the Sellers hereby acknowledges receipt of \$200 of said earnest money.

The Purchaser, at its own expense, shall obtain a standard form title insurance policy issued by a company qualified

CABAN ☐ JOHNSTON, GARDNER, ☐

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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 to the Real Estate, unless herein excepted. If the Purchaser is unable to obtain such title insurance policy for the standard premium, at the option of the Purchaser, the earnest money shall be refunded and this contract shall be null and void or such encumbrances may be cleared from the sale proceeds.

The Real Estate is sold and is to be conveyed subject to any zoning ordinances pertaining to it. The taxes are to be prorated between the Sellers and the Purchaser as of the date of delivery of the deed.

The sale shall be closed and the deed delivered on or before six months from the date hereof, except that the Sellers shall have a reasonable length of time within which to perfect title or cure defects in the title to the Real Estate. In order to correct certain defects or alleged defects in their title to the Real Estate, the Sellers filed a bill to quiet title in the Circuit Court of Shelby County, Alabama against certain people who claim an interest in the Real Estate. Said action has been heard, but the final judgment in the case has not been rendered. Notwithstanding any other provision contained in this contract, if a final judgment in said suit is rendered in favor of the Sellers and all appeal periods expire with no appeal having been taken and the Sellers are able to convey the Real Estate to the Purchaser in accordance with the terms of this contract, or if either the Sellers or the other parties appeal the judgment of the trial court and the final outcome of any such appellate review is favorable to the Sellers and vests title to the Real Estate in the Sellers so that the Sellers are able to convey the Real Estate to the Purchaser in accordance with the terms of this contract, then, upon either the Sellers or the Purchaser giving the other party or parties hereto, or their attorney, written notice of their or its desire to close the sale, such notice to be sent by certified mail or registered mail (if such notice is sent to the parties hereto it shall be addressed to the parties

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at the addresses shown beneath their respective signatures on this contract), the sale shall be closed within three weeks of the date such notice is sent, even if such closing date is less than six months from the date of this contract. Possession of the Real Estate is to be given to the Purchaser on delivery of the deed. The Sellers hereby warrant and represent that the Real Estate is not subject to any leases and that no one except the Sellers have any right to the possession of the Real Estate, or any part thereof.

If the Sellers are unable to clear the title to all of the Real Estate but are able to clear the title to a portion of the Real Estate, then Martin Marietta may, but shall not be required to, purchase all of that portion of the Real Estate to which the title has been cleared and which is located west of the intersection of the Coffee-Freeman Base Line and the section line which divides Section 5, Township 24 North, Range 13 East from Section 4, Township 24 North, Range 13 East, Shelby County, Alabama. The price for said portion of the Real Estate shall be \$1,000 per acre and if the Sellers and the Purchaser cannot agree on the amount of acreage in said portion of the Real Estate, the acreage shall be determined by Walter Schoel Engineering Company and the Sellers and the Purchaser shall each pay one-half of the cost of such determination.

If 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 Sellers, provided that the Sellers agree to the cancellation of this contract.

The Sellers agree to convey the Real Estate to the Purchaser by general warranty deed free of all encumbrances, except the following and the Sellers agree that any encumbrances not herein excepted may be cleared at time of closing from the sale proceeds:

1. right of way to Alabama Power Company recorded in Deed Volume 213, page 310;

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2. easement and rights of way and rights in connection therewith granted to Southern Natural Gas Company by instrument recorded in Deed Volume 205, page 252;

3. easements and rights of way and rights in connection therewith granted to Plantation Pipe Lines Company by instrument recorded in Deed Volume 210, page 574 and Deed Volume 210, page 577.

All instruments referred to above as being recorded are recorded in the office of the Judge of Probate of Shelby County, Alabama.

Unless excepted herein, the Sellers warrant that they have not received any notification from any governmental agency of any pending public improvements, or any notice requiring any repairs, replacements or alterations to said premises that have not been satisfactorily made.

This contract replaces and supersedes the contract, dated January 11, 1977, between the Sellers and the Purchaser, as amended by instruments dated July 10, 1978 and December 20, 1978. 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.

Martin Marietta Corporation

By *[Signature]*

Its *President* (SEAL)

Address: Daniel Building
15 South 20th
Street
Birmingham, Alabama
35233

ATTEST:

Skam A Lynch
Its *Asst. Secretary*

Mabel Shirley Gibson (SEAL)

Mabel Shirley Gibson
Address: *2380 Chapel Road*
Birmingham, Ala 35226

Ruth Shirley Gibson Howard (SEAL)

Ruth Shirley Gibson Howard
Address: _____

David B. Howard (SEAL)

David B. Howard
Address: _____

Jessie Elizabeth Gibson Whitcomb (SEAL)

Jessie Elizabeth Gibson Whitcomb
Address: *2380 Chapel Rd*
B'ham AL 35226

Howard M. Whitcomb (SEAL)

Howard M. Whitcomb
Address: *2380 Chapel Road*
Birmingham AL
35226

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mabel Shirley Gibson, an unmarried woman, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 8th day of June, 1979.

Ernest H. Smith
Notary Public

My commission expires: 9-15-82

STATE OF Florida)

Alachua COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ruth Shirley Gibson Howard and her husband, David B. Howard, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of June, 1979.

Marilyn J. Murphy
Notary Public

My commission expires: Feb. 5, 1983

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jessie Elizabeth Gibson Whitcomb and her husband, Howard M. Whitcomb, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 8th day of

June, 1979.

Thorne H. Smith
Notary Public

My commission expires: 9-15-82

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

1979 DEC 19 AM 10:18

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

deed Tax 45.00
rec. 10.50
ind 1.00
56.50

STATE OF MARYLAND)

MONTGOMERY COUNTY)

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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David A. Vine, whose name as Vice President of Martin Marietta Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 21 day of

June, 1979.

Valerie Campbell
Notary Public

My commission expires: July 1, 1982

THIS INSTRUMENT PREPARED BY:
FRANK C. GALLOWAY, JR.
CABANISS, JOHNSTON, GARDNER, DUMAS AND O'NEAL
1900 First National-Southern Natural Bldg.
Birmingham, Alabama 35203

VALERIE CAMPBELL
NOTARY PUBLIC STATE OF MARYLAND
COMMISSION EXPIRES JULY 1, 1982