

ALABAMA TITLE CO., INC.

BIRMINGHAM, ALABAMA

Birmingham June 20, 1980

The North $\frac{1}{2}$ of Section 3, Township 20, Range 1-East, lying South of Yellowleaf Creek.

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

Cash on closing this sale _____ \$ Balance

Seller agrees to furnish survey of property by a registered Alabama Land Surveyor. This survey will be used to compute the acreage contained in subject property to establish a purchase price.

Seller warrants there are no hunting or fishing leases, or permits outstanding which would affect subject property.

All buildings, ~~ovens, heaters, air conditioners, carpets~~ are to remain with property when purchaser take possession. Also, butane gas tanks and well pumps shall become property of purchaser after closing.

Seller warrants there are no existing timber contracts outstanding which would effect subject property and there are no timber cutting rights outstanding from previous timber sales.

Closing costs to be divided equally between purchaser and seller.

Seller warrants that she has the Mineral rights on all subject property, and will convey same to purchaser on closing.

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 N/A, and N/A 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 90 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 herself

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 ~~and be paid to the Seller provided that the Seller agrees to hold in trust for the Seller the earnest money as set forth~~

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 _____

_____ as their agents, a sales commission in the amount, _____ 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 a 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:

Purchaser

(SEAL)

Purchaser

(SEAL)

Seller

(SEAL)

Seller

(SEAL)

Saller

(SEAL)

Seller

(SEAL

Receipt is hereby acknowledge of the earnest money - E CASH

☒ CHECK as herein above set forth

XXXXXX [REDACTED] 10/1/2010

By [redacted] Gladys Kates