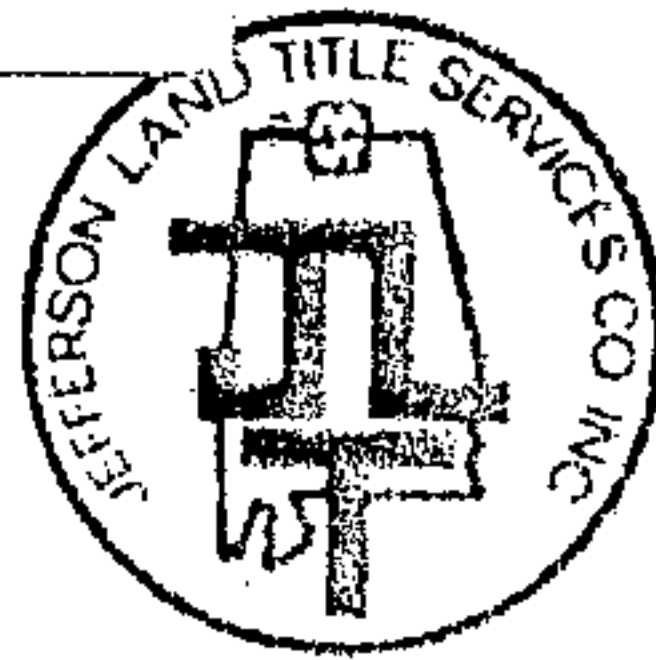


Form approved by
Birmingham Area Board of Realtors, Inc., July 1977

REAL ESTATE SALES CONTRACT

1-1-18 Rev. 11-77



Jefferson Land Title Services Co., Inc.

316 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company

Birmingham February 27, 1981

The Undersigned Purchaser(s) Charles H. Stanley & wife, Jewell R. Stanley hereby agrees to purchase and

The Undersigned Seller(s) Thomas M. Lester & father, William J. Lester 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:

Route 1, Shelby County Road 47 S, Columbiana, Alabama 35051

On (1) acre in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 20 South, Range 1 West. Legal description hereby attached as Exhibit "B". Subject To Easements, Restrictions and Rights Of Way Of Record.

The Purchase Price shall be \$ 1.00 and other consideration hereby acknowledged by Sellers

~~By cash or check or money order or by other means of payment~~

Cash on closing this sale None

It is understood and agreed between the Sellers and the Purchasers that in consideration of \$1.00 and the consideration of the acceptance of the low cash equity on sale closed on February 27, 1981, between Sellers, Charles H. Stanley & wife, Jewell R. Stanley, to Purchasers, Thomas M. Lester & father, William J. Lester, on 11 acres M/L located on Hwy 47 S in Shelby Co. (Legal description attached as Exhibit "A") that one (1) acre being a part of the said 11 acres (Legal description & map attached as Exhibit "B") will be released from the mortgage recorded on Mtg. Book 407, Page 867, Shelby County, Alabama. Mortgagee is Hortense L. Jones. This one (1) acre tract of land as shown on Exhibit "B" to be deeded by Thomas M. Lester & father, William J. Lester, as grantors to Charles H. Stanley & wife, Jewell R. Stanley, as grantees. Mr. and Mrs. Stanley will order up survey on said 1 acre tract & pay for same. Any & all costs for this transaction including deed costs & recording fees to be paid by Mr. & Mrs. Stanley with no costs to be paid by Mr. (s) Lester or mortgagee. 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 a title insurance policy issued by a company qualified to insure title to the property of the purchaser against loss or damage of any defect in title or encumbrance in the title and to defend the purchaser against any claim or demand made by any person claiming an interest in the property or any part thereof. The purchaser agrees to pay the cost of the title insurance policy and the cost of the defense of the title.~~

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 No zoning and not being located in a flood plain.

~~The undersigned Seller agrees to defend the purchaser against any claim or demand made by any person claiming an interest in the property or any part thereof. The purchaser agrees to pay the cost of the defense of the title.~~

The sale shall be closed and the deed delivered ~~after 8/15/81 & not later~~ than 10/15/81 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,

~~after the closing of the sale and the deed is delivered to the purchaser.~~

Trees are not to be removed from this said one (1) acre tract of land and trees
and soil are not to be disturbed by Sellers.

~~The undersigned Seller agrees to defend the purchaser against any claim or demand made by any person claiming an interest in the property or any part thereof. The purchaser agrees to pay the cost of the defense of the title.~~

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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.

~~The undersigned Seller agrees to defend the purchaser against any claim or demand made by any person claiming an interest in the property or any part thereof. The purchaser agrees to pay the cost of the defense of the title.~~

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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: Charles H. Stanley (SEAL)

Witness to Seller's Signature: Jewell R. Stanley (SEAL)

Witness to Seller's Signature: Thomas M. Lester (SEAL)

Witness to Seller's Signature: William J. Lester (SEAL)

Witness to Seller's Signature: _____ (SEAL)

Witness to Seller's Signature: _____ (SEAL)

Witness to Seller's Signature: _____ (SEAL)

\$1.00 and other consideration
Receipt is hereby acknowledge of the CASH Thomas M. Lester & father, William J. Lester

By Thomas M. Lester

Rec. 150
Ind. 100
250

