



UNIFORM REAL ESTATE SALES CONTRACT
Adopted by Birmingham Real Estate Board
Amended January 8, 1964

DALTON H. BAGGETT

REAL ESTATE BROKER
2700 MONTGOMERY HIGHWAY
P.O. BOX 91 Pelham, Alabama 35124
(Bus.) 663-0738 (Res.) 425-4808

713

Pelham, Alabama JANUARY 22, 1982

The Undersigned Purchaser(s) Lois G. Bakare hereby agrees to purchase and
The Undersigned Seller(s) Daniel W. Humphries hereby agrees to sell
the following described real estate, improvements, plants, fixtures, and appurtenances, situated in Jefferson County, Alabama, on the terms
stated below:

6640 REMINGTON DRIVE

Lot 63 2ND SECTOR, QUAIL RUN



19810723000080540 1/2 \$.00
Shelby Cnty Judge of Probate, AL
07/23/1981 12:00:00 AM FILED/CERT

The Purchase Price shall be \$ 89,500.00, payable as follows:
~~Down Payment~~ DOWN PAYMENT \$ 5000.
Cash on closing this sale \$ 84,500.

Purchase price to be adjusted at time of closing
to pay off of existing construction loan, not to
exceed 89,500.00 ~~less earnest money~~.
Purchaser to lease premises for
up to 12 months for \$500 per month. Down
payment shall be cashed and used by seller ^(over)

The undersigned seller agrees to furnish purchaser an abstract of title commencing and assuming title at a point generally accepted by
local practice, duly extended to date, showing a good and merchantable title, free of encumbrances, unless herein excepted; or, at sel-
ler's election, a title insurance policy issued by company qualified to insure titles in Alabama, in the amount of the purchase price, in-
suring the purchaser against loss on account of any defect or encumbrance in the title, unless herein excepted, and in the event an
abstract of title is furnished and the title to said property is alleged to be unmerchantable by the purchaser, or purchaser's attorney, then
seller may elect to furnish such title insurance policy, by a company qualified to insure titles in Alabama; otherwise, the earnest money
shall be refunded. In the event an owner's and mortgagee's title policies are obtained at 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 also zon-
ing ordinances pertaining to said property; also existing leases, which are to be transferred to the Purchaser, subject to any present rental
commission agreements thereon.

The taxes, rents, insurance and accrued interest on the mortgages, if any, are to be prorated between the Seller and the Purchaser as
of the date of delivery of the deed, and any existing advance escrow deposits shall be returned to the Seller. 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.

The sale shall be closed and the deed delivered on or before 30 days from the date hereof, 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 delivery of the deed.

The Seller hereby authorizes Dalton H. Baggett, Broker to hold earnest money in trust for 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 for-
feited 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 the Agent. The undersigned owners agree to pay
Dalton H. Baggett, Broker as their agents, as compensation for negotiating this
sale.

The Seller agrees to convey said property to the Purchaser by SURVIVORSHIP warranty deed free of all encumbrances, except
as hereinabove set out and Seller agrees that any encumbrances not herein excepted will be cleared at time of closing.

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 war-
ranty shall survive the delivery of the above deed.

This contract states the entire agreement between the parties and merges in this agreement all statements, representations, and concen-
ents heretofore made, and any other agreements not incorporated herein are void and of no force and effect.

Witness to Purchaser's Signature:

Lois G. Bakare (SEAL)
Purchaser

Daniel W. Humphries (SEAL)
Purchaser

Daniel W. Humphries (SEAL)
Seller

Michael D. Humphries (SEAL)
Witness to Seller's Signature

_____ (SEAL)
Seller

_____ (SEAL)
Seller

_____ (SEAL)
Seller

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

(Name of firm)

By _____

Lois G. Bakare
6640 Remington Dr.
11/1

Seller to finish landscaping to allow
free run-off of water in back yard.
In the event Purchaser cannot acquire
permanent financing, after exercising his
best efforts to do, the \$5000.00 down payment
shall be considered as full liquidated
damages. In no case shall the \$500.
rent be applied to down payment or
earnest money.

W. J. B.



19810723000080540 2/2 \$.00
Shelby Cnty Judge of Probate, AL
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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
COPIED JUL 23 PM 3:07

Thomas A. Hamilton, Jr.
JUDGE OF PROBATE

Rec 3.00
Int. 1.00
4.00