

STATE OF ALABAMA)
SHELBY COUNTY)

19810902000094990 1/3 \$.00
Shelby Cnty Judge of Probate, AL
09/02/1981 12:00:00 AM FILED/CERT

REAL ESTATES SALE CONTRACT

THIS INDENTURE, made and entered into this 26th day of August, 1981,
by and between CHRISTINE CHAMBLISS, an unmarried woman, hereinafter referred
to as Seller, and CHRISTOPHER C. HALL and wife, SHERRY E. HALL, hereinafter
referred to as Buyers, witnesseth:

That seller does hereby agree and contract to sell, and Buyers hereby
agree and contract to buy, the following described real estate, with all
improvements affixed thereon, situated in Shelby County, Alabama, said real
estate being more particularly described as follows:

That part of the following described property, containing
approximately 50 acres, which is bounded on the East by
Crumpton Creek or Branch and Beeswax Creek, and which is
bounded on the West by Shelby County Highway No. 77, and
which is bounded on the North by Bob Miller property, and
which is bounded on the South by Leroy Blankenship property:

The following, all in Section 28, Township 21 South, Range
1 East, and subject to transmission line permits of
Alabama Power Company and public road right of way:

The SW $\frac{1}{4}$ of NE $\frac{1}{4}$; the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, LESS AND EXCEPT: that
portion thereof sold to Laura Mason, as shown in Deed
Book 140, page 202, Office of Judge of Probate, Shelby
County, Alabama, and described as being all that part
of said NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section which lies North and
East of BeesWax Creek, being approximately 3 acres, more
or less;

The South 20 acres off the South side of the NW $\frac{1}{4}$ of
NE $\frac{1}{4}$; Also, 5/8 of an acre in the NW corner of the SE $\frac{1}{4}$
of NE $\frac{1}{4}$, being 165 feet long East and West and 135 feet
long North and South.

Also the following described land situated in the NW $\frac{1}{4}$
of NW $\frac{1}{4}$ of Section 27, Township 21, Range 1 East, to-wit:
Commencing at the SW corner of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$ and run
in an Easterly direction along the South boundary of
said NW $\frac{1}{4}$ of NW $\frac{1}{4}$ to Crumpton Branch; run thence along
the thread of said branch with its meanders in a Northerly
direction to its confluence with BeesWax Creek; run thence
in a Northwesterly direction along the thread of BeesWax
Creek with its meanders to its intersection with the
Section line between Section 27 and 28; run thence in a
Southerly direction along said Section line to a point of
beginning, containing approximately 8 acres, more or less.

The above property was heretofore conveyed by O. M. Cohron
and others on December 17, 1955, as shown in Deed Book 177,
page 21, Office of Judge of Probate, Shelby County, Alabama.

The exact legal description and the exact amount of acreage of
the real estate which will be conveyed pursuant to the provisions of this
contract will be determined by a survey, which will be obtained by the Buyers,
prior to the closing of this sale and prior to the execution and delivery of the
deed of conveyance from the Seller to the Buyers.

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21-8-21-21

The total amount of the purchase price shall be the sum of \$1,000.00 per acre, and the exact amount of the purchase price will be determined subsequent to the obtaining of the survey, as provided above. The amount of the purchase price shall be the exact acreage, as determined by such survey, multiplied by \$1,000.00 per acre, less earnest money in the amount of \$10.00 which has been paid by the Buyers to the Seller, the receipt of said earnest money being hereby acknowledged by the Seller.

The purchase price will be paid from the Buyers to the Seller, without interest, in nine annual installments of \$5,000.00 each, payable on September 1 of each year, commencing September 1, 1986, and one last annual payment for the entire amount of the remaining purchase price, payable on September 1 of the year following the ninth annual payment.

The Buyers are hereby granted the option of commencing the annual payments on the purchase price at any time hereafter, prior to September 1, 1986, and the Buyers hereby agree to pay to the Seller the sum of Five Hundred Dollars (\$500.00) per year as rental for said property hereafter until they commence such annual payments, it being understood that the annual rental payments will cease when the annual payments in payment of the purchase price commence. The first annual rental payment shall be due and payable on August 26, 1982.

The Seller is under no obligation to furnish an abstract of title or title insurance policy, the expenses of such to be borne by the Buyers, should they choose to obtain an abstract or title insurance.

Said property is sold and is conveyed subject to any mineral and mining rights not owned by the Seller, and subject to easements and rights of way of record and matters of survey visible on the ground.

The Buyers shall pay the advalorem taxes assessed against said property commencing October 1, 1982 and thereafter pending the fulfillment of this contract.

Possession of said property is transferred from the Seller to the Buyers on this date, the Buyers to continue in possession pending the fulfillment of this contract.

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In the event the Buyers fail to carry out and perform the terms of this contract, the earnest money, all annual rental payments, and all annual payments on the purchase price which have been paid shall be forfeited and shall become the property of the Seller, to cover expenses of the Seller and liquidated damages to the Seller.

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

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.

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

1981 SEP -2 AM 9:00

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

Rec. 450
Ind. 100
550

Christopher C. Hall (SEAL)
Christopher C. Hall

Sherry E. Hall (SEAL)
Sherry E. Hall

Christine Chambliss (SEAL)
Christine Chambliss

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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that CHRISTOPHER C. HALL and wife, SHERRY E. HALL, whose names are signed to the foregoing contract, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the contract, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 31st day of August, 1981.

[Signature]
Notary Public

STATE OF ALABAMA)
SHELBY COUNTY)

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

Given under my hand and seal this the 26th day of August, 1981.

[Signature]
Notary Public