

I. This contract between the undersigned Seller, hereinafter called the Seller, and JAMES L. GILBERT AND WIFE, PHYLLIS H. GILBERT

hereinafter called the Purchaser, agrees to buy the property hereinafter described in Exhibit "A" for the sum of TWO THOUSAND TWO HUNDRED FIFTY AND NO/100----- (\$2,250.00) dollars per acre.

II. Based upon a survey, it is shown that the Seller has approximately 3.35 acres of land based upon the legal attached hereto, and the Purchaser desires to purchase all of this land at the above price per acre. However, there is a problem with the title on approximately .68 acres of land and the Purchaser will therefore proceed on with the purchase of approximately 2.67 acres of land and once the title is cleared up on the other .68 acres, then the Purchaser will also purchase these additional .68 acres.

III. Purchaser and Seller agree that they will execute a corrective deed, mortgage and note to include the additional acreage described in Exhibit "A" within seventy (70) days after title is cleared.

IV. The Note - The note will remain the same except for the increase in the monthly payment to ONE HUNDRED AND 03/100 (\$100.03)----- per month. The total amount of the note will change to FIVE THOUSAND THREE HUNDRED THIRTY SEVEN AND 50/100

The mortgage will remain the same except that the mortgaged amount will change to FIVE THOUSAND THREE HUNDRED THIRTY SEVEN AND 50/100 (\$5,337.50). The additional acreage, .68 acres, will be added to the legal description of the land mortgaged.

The deed will remain the same except the legal description of the additional .68 acres will be included in the corrective deed.

This written contract embodies the entire agreement between the Parties.

Witness Thomas Wayne Helmer 11/16/81
Notary Public Phillips J. Sarris

PURCHASER
James L. Gilbert
Phyllis H. Gilbert

Witness James W. Duncanson 11/16/81
Notary Public Phillips J. Sarris

SELLER
James W. Duncanson
President Shelby Estate Inc.

PHILLIPS J. SARRIS, Notary Public
Alabama State at Large
My Commission Expires June 18, 1984
Cubana Land & Timber Co., Inc.

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EXHIBIT "A"

Commence at the NW Corner of the $SO\frac{1}{2}-SE\frac{1}{2}-SW\frac{1}{2}$ of Section 9, Township 19 South, Range 2 East, Shelby County, Alabama; Thence run South along the West line of said $\frac{1}{4}-\frac{1}{4}$ Section a distance of 92.26'; Thence turn left $84^{\circ}26'$ and run Southeasterly a distance of 600.0' to the Point of Beginning; Thence continue along the last described course a distance of 200.0'; Thence turn RT $84^{\circ}26'$ and run South a distance of 606.49'; Thence turn right and run Westerly along the Northerly Right-of-Way line of County Road #83 a distance of 210' more or less; Thence turn Right and run North a distance of 563.28' to the Point of Beginning, said Tract containing 2.67 acres, more or less.

ADDITIONAL ACREAGE

Commence at the NW Corner of $SO\frac{1}{2}-SE\frac{1}{2}-SW\frac{1}{2}$ of Section 9, Township 19 South, Range 2 East, Shelby County, Alabama; Thence run South along the West line of said $\frac{1}{4}-\frac{1}{4}$ Section a distance of 92.26'; Thence turn LT. $84^{\circ}26'$; and run Southeasterly a distance of 600.0 to the Point of Beginning; Thence continue along the last described course a distance of 200.0'; Thence turn left $95^{\circ}34'$ and run North a distance of 157.08' to the North line of said South $\frac{1}{2}$; Thence turn LT. $89^{\circ}04'49''$ and run West along said North line a distance of 199.08'; Thence turn LT. $90^{\circ}55'11''$ and run South a distance of 140.88' to the Point of Beginning, said Tract containing 0.68 acres, more or less.

Rec. 3.00
Ind. 1.00
4.00

1981 DEC -1 PM 1:48

James W. Dumb
James J. Dumb
Chas. H. Dumb