

Birmingham, Alabama November 2, 1981

The Undersigned Purchaser(s) _____ Purchasers

The Undersigned Seller(s) _____ Sellers

described Real Estate, together with all improvements, shrubbery, plantings, fixtures, and appurtenances, situated in Shelby County, Alabama, on the terms stated below:

Address _____ See attached legal Exhibit A

Legal description: Lot _____ Block _____ Section _____

The Purchase Price shall be \$25,000.00, payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the agent _____ \$ 1,500.00*

Cash on Closing this sale _____ \$ 23,500.00

\$ 25,000.00 TOTAL

SEE ATTACHED ADDENDUM

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 title 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 residential zoning, and not being located in a flood plain and subject to all covenants, restrictions and easements of record.

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 April 10, 1982, 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 _____ 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 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 his Agent.

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 JOHNSON-RAST & HAYS

COMPANY & Oxford Realty as their agents, a sales commission in the amount of 10 % 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 at 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.

The Purchaser(s) and Seller(s) hereby agree and acknowledge:

That JOHNSON-RAST & HAYS COMPANY, INC. (broker) and its agent(s) have made no warranties or representations either expressed or implied, regarding the said property, including, but not limited to size, area, condition, surrounding neighborhood, restrictions, easements, appurtenances thereto, fixtures, equipment or appliances thereon, and further have made no warranties or representations regarding the material or workmanship thereon and,

that the Purchaser(s) shall examine prior to closing said property, size, area, condition, the surrounding neighborhood, the improvements, fixtures, equipment and appliances thereon, and in executing this real estate contract have not relied upon any statement, warranties or representations made by the broker or its agent(s), and

that the Purchaser(s) shall have the right and responsibility to inspect the condition and operation of all built-in appliances, heating and air conditioning systems, wiring, fixtures, plumbing, sewage systems, equipment, and improvements and all other aforementioned items, and identify the problems in writing, if any, prior to closing, and

that said broker and its agent(s) are not parties to this real estate contract and are not responsible for any representations, warranties, obligations or duties of the Seller(s) hereunder or which may arise out of or in connection therewith.

All conditions of this contract shall be satisfied before closing. After closing all conditions of the property, as well as any aforementioned items and systems, are the responsibility of the Purchaser(s). The Seller(s) make no warranties or representations and take no responsibility or liability after closing. JOHNSON-RAST & HAYS COMPANY, INC. (broker) or its agent(s) make no warranties or representations and take no responsibility or liability at any time before or after 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.

Witness to Purchaser's Signature: _____

PURCHASER: Joseph A. Biro

PURCHASER: Margaret Biro

SELLER: _____

SELLER: _____

Witness to Seller's Signature: _____

Receipt is hereby acknowledged of the earnest money CASH CHECK as herein above set forth JOHNSON-RAST & HAYS COMPANY

By John D. Biro
2820 Vestavia Forest
Birmingham, Al. 35216

GENERAL CONTRACT

THIS ADDENDUM BECOMES A PART OF CONTRACT DATED NOVEMBER 2, 1981,
BETWEEN UNDERSIGNED PURCHASERS AND UNDERSIGNED SELLERS ON PROPERTY
LOCATED IN SHELBY COUNTY AS EXPLAINED IN EXHIBIT A ALSO ATTACHED.

This contract contingent upon the following:

*

1. ~~Seller accepting \$500.00 Earnest money on acceptance of this contract, \$1000.00 deposit on January 10, 1982, and the balance at closing on or before April 10, 1982, at purchasers option. Earnest money to be deposited in a non interest bearing escrow account and left until closing date, at which time the purchasers would be credited.~~

Closing on or before December 1, 1981

2. Having access for driveway of a minimum of 60 feet on paved road and all utilities to be immediately available at that point of paved road. Seller to furnish new survey showing all corners staked and showing how much property is touching paved road.

3. Lot to remain in present as is condition.

4. Seller to furnish current title binder.

5. Purchaser and seller to split sales closing attorney not to exceed \$75.00 each.

6. No recorded deed restrictions.

7. No restrictive covenants.

8. Seller to furnish septic tank approval.

9. Contract must be acknowledged by midnight November 3, 1981.

[Signature]
WITNESS

[Signature]
WITNESS

[Signature]
WITNESS

[Signature]
WITNESS

Mary Ann Bero
PURCHASER

Joseph A. Bero
PURCHASER

[Signature]
SELLER

[Signature]
SELLER

EXHIBIT A
November 2, 1981

From the SW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West, run easterly along the south boundary line of said $\frac{1}{4}$ section 265.0 feet; thence turn an angle of 79°07' to the left and run northeasterly 258.71 feet, hence turn an angle of 57°09' to the right and continue northeasterly 137.35 feet; thence turn an angle of 124°20' to the left and run northeasterly 128.0 feet; thence turn an angle of 9°00' to the right and run northeasterly 133.0 feet to the point of beginning of the land described herein; thence turn an angle of 90°00' to the left and run northwesterly 176.0 feet to the point of a curve to the right; thence from point of said curve turn an angle of 10°00' to the right for the chord of said curve; the length of chord being 70.3 feet; the intersection angle of said curve being 17°45', and the radius being 52.15 feet; thence from point of said curve run northeasterly along the arc of curve for 71.45 feet to the point of tangent of above described curve; thence from the point of tangent of said curve turn an angle from the chord of said curve 182°35'00" to the right and run northeasterly along the tangent to above curve for 7.65 feet to a point of curve to the left, said curve having the following characteristics: Intersection angle of 17°37', radius 27.14 feet and length of curve being 34.2 feet; thence from point of above described curve run northeasterly along the arc of said curve for 51.76 feet; thence from the chord of 51.76 feet of arc, turn an angle of 71°45' to the right and run southeasterly 21.0 feet to a point on the arc of curve to the right, said curve having the following characteristics: Intersection angle being 17°45', and the radius being 55.21 feet and the length of curve being 94.55 feet; thence from last said curve turn an angle of 71°34' to the right for the chord to the arc of above said curve; said chord being 64.71 feet; thence run northwesterly along the arc of above said curve for 54.46 feet to the point of tangent of above curve; thence from the chord of above segment of arc of above curve turn an angle of 06°19' to the right and run along the tangent to above described curve for 101.17 feet; thence turn an angle of 12°01' to the right and run northwesterly 161.5 feet to the point of beginning. This land being a part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West, and being 0.98 acres, more or less.

FILED IN A
PROPERTY

NOV DEC 30 PM 2:26

John W. Thompson
Reg 2150
Spec 100
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