

Cahaba B. Inc.

TELEPHONE: 508-3000

GENERAL SALES CONTRACT

Form recommended 11/26/80 by
Birmingham Area Board of REALTORS[®], Inc.

Highway 31 South at Valleydale Road
P O Box 689
Pelham, Alabama 35124

Birmingham, Alabama 6/25, 1982

The Undersigned Purchaser(s) _____ hereby agrees to purchase and
The Undersigned Seller(s) _____ hereby agrees to sell
the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances, situated in the City of
_____ County of SHELBY Alabama, on the terms stated below:

Address _____
and legally described as Lot _____ Block _____ Survey _____
_____ Map Book _____ Page _____

1. THE PURCHASE PRICE: shall be \$ 8,000.00 payable as follows:
Earnest Money, receipt of which is hereby acknowledged by MYSELF \$ 1,000.00
Cash on closing this sale _____ \$ 7000.00

COMMENCE AT THE NOTRIWEST CORNER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 15 EAST, SHELBY COUNTY, ALABAMA, THENCE RUN EASTERLY ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 1,353.27' TO A POINT, THENCE TURN AN ANGLE OF 51 DEGREES 15 MINUTES 26 SECONDS TO THE RIGHT AND RUN SOUTHEASTERLY A DISTANCE OF 192.32' TO A POINT, THENCE TURN AN ANGLE OF 51 DEGREES 15 MINUTES 26 SECONDS TO THE LEFT AND RUN EASTERLY A DISTANCE OF 93.09' TO THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 46.55' TO A POINT, THENCE TURN AN ANGLE OF 21 DEGREES 48 MINUTES 27 SECONDS TO THE RIGHT AND RUN SOUTHEASTERLY A DISTANCE OF 265.34' TO A POINT ON THE WEST WATER LINE OF REED CREEK SLOUGH OF LAY LAKE, THENCE TURN AN ANGLE OF 101 DEGREES 49 MINUTES 59 SECONDS TO THE RIGHT AND RUN SOUTHWESTERLY ALONG SAID WEST EDGE OF SAID LAY LAKE A CHORD DISTANCE OF 85.0' TO A POINT, THENCE TURN AN ANGLE OF 90, DEGREES 55 MINUTES 16 SECONDS TO THE RIGHT AND RUN NORTHWESTERLY A DISTANCE OF 298.49' TO THE POINT OF BEGINNING, CONTAINING 0.350 ACRE AND SUBJECT TO ANY AGREEMENTS, EASEMENTS, RESTRICTIONS, LIMITATIONS AND WATER LINE REGULATIONS OF PROBATED RECORD.

2. TITLE INSURANCE: The 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 the 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 total expense of procuring the two policies will be divided equally between the Seller and the Purchaser provided the mortgage is not the Seller. Said property is sold and is to be conveyed subject to any mineral and mining rights not owned by the undersigned Seiler and subject to present zoning classification, _____, and _____ located in a flood plain.

3. PRORATIONS & HAZARD INSURANCE: The taxes, as determined on the date of closing, 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.

4. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before NOV. 1, 1982 except the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the said property. Possession is to be given on delivery of the deed, if the property is then vacant; otherwise possession shall be delivered - 0 - days after delivery of the deed.

5. CONVEYANCE: 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 the time of closing from sales proceeds. SEE ADDITIONAL PROVISIONS ON BACK.

6. 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 N/A as Agent, a sales commission in the amount of N/A of the total purchase price for negotiating this sale.

7. ~~CONDITION OF PROPERTY: Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in operable condition at the time of closing. It shall be the responsibility of the Purchaser, at Purchaser's expense, to satisfy himself that all conditions of this contract are satisfied before closing. After closing, all conditions of the property, as well as any aforementioned items and systems, are the responsibility of the Purchaser. THE AGENT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE CONDITION OF SUBJECT PROPERTY.~~

8. SELLER WARRANTS that he has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to said premises that have not been satisfactorily made. The Seller warrants that there is no unpaid indebtedness on the subject property except as described in this contract. These warranties shall survive the delivery of the above deed.

9. EARNEST MONEY & PURCHASER'S DEFAULT: The Seller hereby authorizes the ~~listing Agent~~, THEMSELVES to hold the 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 shall be forfeited as liquidated damages at the option of the Seller, provided the Seller agrees to the cancellation of this contract. Said earnest money so forfeited shall be divided equally between the Seller and his Agent.

10. ADDITIONAL PROVISIONS set forth on the reverse side, initialed by all parties, are hereby made a part of this contract, and this contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, and any agreements not incorporated herein are void and of no force and effect.

PURCHASER

(SEAL)

PURCHASER

(SEAL)

SELLER

(SEAL)

SELLER

(SEAL)

WITNESS TO SELLER'S SIGNATURE(S)

Receipt is hereby acknowledged of the earnest money as hereinabove set forth ☐ CASH ☒ CHECK

FIRM

By:

ADDITIONAL PROVISIONS:

Seller will provide Water Line to property boundry.

Purchaser agrees to pay all closing costs.

Seller will grant purchasers a nonexclusive road right of way along the existing improved woods.

Subject of all R.O.W.'s and easements that may be of record or in evidence through use.

Seller reserves unto itself, its successors or assigns all oil, gas, mineral and mining rights that it may own.

THIS IS A CONVEYANCE OF SURFACE RIGHTS ONLY.

RCH

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JOE CONN & ASSOCIATES

Surveyors - Engineers
PELHAM, ALABAMA
Phone 663-4251

N. W. CORNER
SEC. 25, T. 5. 24N, R. 15 E.

SCALE: 1" = 30'

SECTION LINE A

PARCEL - 3

0.358 AC.



WE SEAL AND CERTIFY THAT
I CERTIFY THIS
SURVEY WAS FILED

1982 JUN 30 PM 1:26

Thomas A. Shanderson, Jr.
JUDGE OF PROBATE

Rec. 4.50
Ind. 1.00
5.50

LAY LAKE

85.0' chord

78°-10'-01"

89°-04'-44"

11.6"

265.34'

298.49'

34°-33'-42"

46.55'

158°-11'-33"

51°-15'-26"

93.09'

51°-15'-26"

192.32'

1135.27'